The Madras Law Journal.

UNIVERSITY LIBRARY LAW COLLEGE

EDITED BY

V. Krishnaswami Aiyar, B.A., B.L.
P. R. Sundara Aiyar, B.A., B.L.
P. R. Ganapathi Aiyar, B.A., B.L.

17

SUB-EDITORS.

S. Srinivasa Aiyar, B.A., B.L.
S. Vardachariar, B.A., B.L.

REPORTERS.

J. M. Parikh Esq., *Bar-at-Law*, *Privy Council.*
N. Rajagopalachariar, B.A., B.L. } *High Court.*
B. Sitarama Row, B.A., B.L. }

VOLUME XVIII.

1908.

UNIVERSITY OF CALCUTTA
NOT TO BE REMOVED
DEPARTMENT OF LAW

Published By

MR. S. SRINIVASA AIYAR, B.A., B.L.

Manager, Mylapore, Madras, S.

PRINTED AT THE ANANDA PRESS.

1909.

(*All Rights Reserved.*)

SIR V. BHASHYAM AIYANGAR, *Kt.*, C. I. E.

UNIVERSITY LAW COLLEGE LIBRARY.

CONTENTS.

LEADERS.

	M. L. J. PAGE
Bail	291, 409
Can a Minor take a Mortgage	379
(The) Contract Law	208
(The) Easements Act, with special reference to alterations of the law made thereby	165
Impartible Estates as Family Property	1, 79
(The) Indian Case Law for 1907	125
(The) Late Sir V. Bashyam Aiyangar	371
(The) Limitation Bill	87
Section 30 of the Indian Evidence Act	383
Setting aside Sales in Contravention of S. 99 of the Transfer of Property Act...	259

NOTES OF INDIAN CASES.

Allahabad.

Ajudhi v. Kunjal, I. L. R. 30 A. 123	229
Angora Kunwar v. Babu, I. L. R. 29 A. 638	13
Babu Singh v. Bihari Lal, I. L. R. 30 A. 156	306
Channu Lal v. Asharfi Lal, I. L. R. 29 A. 649	14
Dharam Das v. Gangadevi, I. L. R. 29 A. 773	96
Emperor v. Mahendra Singh, I. L. R. 30 A. 47	138
Firoji Begam v. Abdul Latif Khan, I. L. R. 30 A. 143	230
Girraj Singh v. Mul Chand, I. L. R. 29 A. 627	12
Hari Ram v. Akbar Husain, I. L. R. 29 A. 749	94
Jamna Prasad v. Ram Partab, I. L. R. 29 A. 667	56
Kandan Lal v. Gajadhar Lal, I. L. R. 29 A. 728	91
Lohre v. Deo Hans, I. L. R. 30 A. 48	140
Ramachandra Das v. Joti Prasad, I. L. R. 29 A. 675	15
Secretary of State for India in Council v. Basharatullah, I. L R. 30 A 271 ...	389
Surajmani v. Rabi Nath Ojha, I. L. R. 30 A. 84 (P. C.)	179

Bombay.

Bhagwan v. Warubai, I. L. R. 32 B. 300	309
Chatring Moolchand v. R. H. Whitchurch, I. L. R. 32 B. 208	264
Durbar Khacher v. Khachar Harsur, I. L. R. 32 B. 348	305
Emperor v. Narayan Raghunath Patki, I. L. R. 32 B. 111	183
Ganesh v. Vishnu, I. L. R. 32 B. 37	141
Gangu v. Chandrabhagabai, I. L. R. 32 B. 275	308
Laxmana v. Ramappa, I. L. R. 32 B. 7	100
Pandhari Nath v. Govind, I. L. R. 32 B. 59	141
Sundrabai v. Shivnarayana, I. L. R. 32 B. 81	142

M. L. J. PAGE

Calcutta.

Akshay Chandra Bhattacharya v. Haridas Goswami, I. L. R. 35 C. 721 ... 427
Balaram v. Mangta Dass, I. L. R. 34 C. 941 12
Bhagwant Dayal Singh v. Debi Dayal Sahu, I. L. R. 35 C. 420 (P. C.) ... 267
Dildar Ali Khan v. Bhawani Sahai Singh, I. L. R. 34 C. 878 11
Gopi Chand Bothra v. Kasim-un-nissa Khatun, I. L. R. 34 C. 836 ... 9
Hakim Lal v. Mooshahar Sahu, I. L. R. 34 C. 999 49
India Publishers Limited v. Aldridge, I. L. R. 35 C. 728 428
Jadu Lal Sahu v. Lowis, I. L. R. 34 C. 848 9
Jogendra Chandra Sen v. Wazid-un-nissa Khatun, I. L. R. 34 C. 860 ... 10
———Nath Sarkar v. Gobinda Chandra Dutt, I. L. R. 35 C. 364 ... 267
Kripa Sindhu Mukerjee v. Annada Sundara Debi, I. L. R. 35 C. 34 .. 99
Lakhan Chunder Sen v. Madhusunder Sen, I. L. R. 35 C. 209 181
Naba Kumari Debi v. Behari Lal Sen, I. L. R. 34 C. 902 (P. C.)... ... 11
Nadiar Chand Shaha v. Wood, I. L. R. 35 C. 194... 228
Pramada Nath Ray v. Poorna Chandra Ray, I. L. R. 35 C. 691 425
——— Nath Roy v. Ramani Kanta Roy, I. L. R. 35 C. 331 (P. C.) ... 266
Purna Chandra Chatterjee v. Dinabandhu Mukerjee, I. L. R. 34 C. 811 ... 8
Shahzadi Begam v. Secretary of State for India, I. L. R. 34 C. 1059 ... 58
Tribeni Sahu v. Bhagwat Bux, I. L. R. 34 C. 1037 (F. B.) 52
Upendra Kumar Chakravarti v. Sham Lal Mandal, I. L. R. 34 C. 1020 ... 51
Walihan v. Jogeshwar Narayan, I. L. R. 35 C. 189 (P. C.) 180

Madras.

Aiyathurai Ravuthan v. Santhu Meera Ravuthan, I. L. R. 31 M. 252 ... 386
Dakshina Moorthy Pillai v. The Municipal Council of Trichinopoly, I. L. R. 31 M. 157 231
Jivaratnam Mudaliar v. Srinivasa Mudaliar, I. L. R. 31 M. 38 97
Kanemar Venkappayya v. Krishnachariya. I. L. R. 31 M. 161 305
Miyaji alias Mahomed Ghouse Sahib v. Sheik Ahmed Sahib, I. L. R. 31 M. 212. 346
Munisami Mudaliar v. Subbarayar, I. L. R. 31 M. 97 227
Ponnusamy Mudaliar v. Srinivasa Naickan, I. L. R. 31 M. 333 420
Raman Chettiar v. Gopalachari, I. L. R. 31 M. 223 346
Rangasami Naiken v. Annamalai Mudali, I. L. R. 31 M. 7 97
Sambasiva Aiyyer v. Venkateswara Aiyyer, I. L. R. 30 M. 356 and 31 M. 179 ... 306
Singamsetti Sanjivi Kondaya v. Draupadi Bayammma alias Venkamma, I. L. R. 31 M. 158 267
Somasundaram Chettiar v. Manicka Vasaka Desika Gnana Sambanda Pandara Sannidhi, I. L. R. 31 M. 60 143
Surampalli Bangaramma v. Surampalli Brambazee I. L. R. 31 M. 338 ... 423
Thenappa Chettiar v. Marimuthu Nadan, I. L. R. 31 M. 258 386
Vedapalli Narasimham v. Dronam Seetharama Murthy, I. L. R. 31 M. 163 ... 306

SUMMARY OF ENGLISH CASES.

Appeal Cases.

Anderson v. Marten (1908), A. C. 334 315
Blake v. Bayne, (1908) A. C. 371 31

	M. L. J. PAGE
Cameron v. Young (1908) A. C. 176 (Sc.)	271
Cohen v. Bailey Worthington (1908) A. C. 97	269
Dick v. Andsley (1908) A. C. 347	318
Douglas Menzies v. Umphellry (1908) A. C. 224 (P. C.)	271
Evelyn Viscountess De Vesci v. O'Connell, (1908) A. C. 298	314
Fulton v. Norton (1908) A. C. 451	391
Guardian of the Poor of Westham Union v. Guardian of the Poor of Edmonton Union (1908) A. C. 1	68
Isidore Clifford v. Timms (1908) A. C. 12	69
Kydd v. Watch Committee of City of Liverpool (1908) A. C. 327 ...	315
Larsen v. Sylvester and Co. (1908) A.C. 295	313
Lodge Holes Colliery Company, Ltd. v. Major of Wednesbury (1908) A. C. 323	315
Macintosh v. Dun (1908) A. C. 390	317
McVity & another v. Tranouth & another (1908) A. C. 60	72
Nelson Line Ltd. v. James Nelson and Sons (1908) A. C. 16	69
North & South Wales Bank v. Irvine and North & South Wales Bank v. Macbeth (1908) A. C. 137	221
Sir James Laing & Sons, Limited v. Barclay Curle & Co (1908) A. C 35 ...	70
Sir John Jackson, Ltd. v. Owners of the Steamship "Blanch" (1908) A C. 126	270
S. S. Knutsford, Limited v. Tillmanny & Co (1908) A. C. 400	391
Speyer Brothers v. Commissioners of Inland Revenue (1908) A.C. 92 ...	269
Toal v. North British Ry Co. (1908) A. C. 352	312
Weir v. Crum-Brown (1908) A. C. 162 (Sc.)	270
West Leigh Colliery Company, Ltd v. Tunnicliffe and Hampson, Ltd. (1908) A. C. 27	70
William Jose v. Metallic Roofing Company of Canada, Ltd. (1908) A.C. 514 ...	391

Chancery.

Abrahams (*In re*)—Abrahams v. Abrahams (1908) 2 Ch. 69.	279
Barraclough & another v. Cooper (House of Lords) (1908) 2 Ch. 121 ...	281
Bayley Worthington and Cohen's Conract (*In re*) (1908) 1 Ch. 26 (C. A.) ...	17
Beard Reversionary and General Securities Co. Ltd. (*In re*) v. Hall—Beard v. Hall, (1908) 1 Ch. 383.	106
Bisgood v. Henderson's Transvaal Estate Limited, (1908) Ch. 763 (C. A.) ...	274
Brewster (*In re*)—Butler v. Southhans, (1908) 2 Ch, 365	355
Brockett (*In re*)—Dawe v. Miller, 1 Ch. 185	102
Bruce (*In re*)—Lawford v. Bruce (1908) 1 Ch. 850	276
Bruce (*In re*)—Lawford v. Bruce (1908) 2 Ch. 682 (C. A.)	430
Burgess v. Booth, (1908) 2 Ch. 648 (C. A.)	429
Butterley Co. Ltd. v. New Hucknall Colliery Co, Ltd. (1908) 2 Ch. 475 ...	352
Cable v. Bryant (1908) 1 Ch. 256	114
Carshalton Park Estate Ltd., (*In re*)—Graham v. The Company; Turnell v. The Company, (1908) 2 Ch.	283
Challoner v. Robinson, (1908) 1 Ch. 49 (C. A,)	18
Chesterfield v. Fountaine (1908) 1 Ch. 243	113
Cope (*In re*)—Cross v. Cross, (1908) 2 Ch. 1	281

M. L. J.
PAGE

Corsellis v. London County Council, (1908) 1 Ch. 13 (C. A.) 17
Coulden v. Coulden (1908) 1 Ch. 820 115
Cox Moore v. Peruvian Corporation, Limited (1908) 1 Ch. 604 ... 231
Crane (In re)—Adams v. Crane (1908) 1 Ch. 379 106
Crosbie Hill v. Sayer (1908) 1 Ch. 866 278
Dansk Reky Criffel Syndikas Aktieselkskall v. Snell (1908) 2 Ch. 127 ... 280
Deschamps v. Miller (1908) 1 Ch. 856 277
Discoveries Finance Corporation, Ltd. (In re) (1908) 1 Ch. 141... ... 60
Dodson (In re)—Yales v. Morton (1908) 2 Ch. 638 390
Elliston v. Reacher (1908) 2 Ch. 87 356
Elliston v. Reacher (1908) 2 Ch. 665 (C. A.) 429
Freeman (In re)—Shilton v. Freeman (1908) 1 Ch. 720 234
Gedney (In re)—Smith v. Grummit (1908) 1 Ch. 804 277
General Bill Posting Company v. Atkinson (1908) 1 Ch. 537 (C. A.) ... 146
Glukman (In re) Attorney-General v. Geoffrys (1908) 1 Ch. 552 (C. A.) ... 148
Great Western Railway Co. v. Midland Railway Co. (1908) 2 Ch. 455 ... 351
Great Western Railway Co. v. Midland Railway Co. (1908) 2 Ch. 644 ... 429
Harrington (In re)—Wilder v. Turner (1908) 2 Ch. 687 430
Hazeldine's Trusts (In re)—(1908) 2 Ch. 34 (C. A.) 17
Henson (In re)—Chester v. Henson (1908) 2 Ch. 356 355
Howatson v. Webb (1908) 1 Ch. 1 (C. A.) 15
Hyman v. Van Den Bergh (1908) 1 Ch. 167 (C. A.) 101
Jameson (In re)—King v. Winn (1908) 2 Ch. 111 279
Jenkins v. Price (1908) 1 Ch. 10 (C. A.) 16
Jewish Colonial Trust, Ltd. (In re)—(1908) 2 Ch. 187 317
Johnson v. Clarke (1908) 1 Ch. 303 114
Jones v. Pritchard (1908) 1 Ch. 630 231
Joseph (In re)—Pain v. Joseph (1908) 1 Ch. 599 148
Joseph (In re)—Pain v. Joseph (1908) 2 Ch. 507 (C. A.) 390
Lambert (In re)—Corus v. Harrison (1908) 2 Ch. 107 281
Leschallas v. Woolf (1908) 1 Ch. 641 232
Liverpool and North Wales Steamship Co. v. Mersey Trading Co. (1908) 2 Ch. 460 351
Lord Chesterfield v. Harris (1908) 1 Ch. 230 112
Lord Chesterfield v. Harris (1908) 2 Ch. 397 350
Lord Fitzhardinge v. Purcell (1908) 2 Ch. 139 282
Lord Grimthorpe (In re)—Beckett v. Grimthorpe (1908) 2 Ch. 675 ... 429
Lord Townshend's Settlement (In re)—Lord Townshend v. Robins (1908) 1 Ch. 201 103
Mansell v. Valley Printing Company (1908) 1 Ch. 567 147
Mansell v. Valley Printing Company (1908) 2 Ch. 441 (C. A) 351
Markham v. Paget (1908) 1 Ch. 697 233
Mayor, Aldermen and Burgesses of Tenby v. Mason (1908) 1 Ch. 447 ... 107
Metropolitan Water Board v. Solomon (1908) 2 Ch. 214 318
Moore v. Ullcoats Mining Company Ld. (1908) 1 Ch. 575 218
National Motor Mail-Coach Company v. Clinton's Claim (In re) (1908) 2 Ch. 514 392
National Phonograph Co. Ltd. v. Edison-Bell Consolidated Phonograph Co. (1908) 1 Ch. 335 103

M. L. J.
PAGE

Normandy v. Ind Cooper and Co. Ltd, (1908) 1 Ch. 84 58
Norton v. Norton (1908) 1Ch. 471 (C. A.) 145
Nugent v. Nugent (1908) 1 Ch. 546 (C. A.) 116
Pearce v. Bullard King and Co (1908) 1 Ch. 780 275
Poulton v. Adjustable Cover and Boiler Stock Co. (1908) 2 Ch. 430 (C. A.) ... 352
Rex v. Lecouturier (1908) 2 Ch. 715 (C. A) 431
Roby (In re)—Howlett v. Newington (1908) 1 Ch, 71 (C. A.) 57
Salaman (In re)—De Pass v. Sonnenthal (1908) 1 Ch. 4 (C A.) ... 16
Sharp (In re)—Maddison v. Gill (1908) 1 Ch. 372 105
Sharp (In re)—Maddison v. Gill (1908) 2 Ch. 190 (C. A.) 318
Sidney (In re)—Gingeston v. Sidney (1908) 1 Ch, 126 59
Sidney (In re)—Gingeston v. Sidney (1908) 1 Ch. 488 (C. A.) ... 146
Spencer Cooper (In re)—Poe v. Spencer Cooper (1908) 1 Ch. 130 ... 60
Thomson v. Henderson Transvaal Estates Ltd, (1908) 1 Ch. 765 275
United States Playing Cards Company's Association, (In re)(1908) 1 Ch. 197 ... 103
Wagstaff (In re)—Wagstaff v. Jalland (1908) 1 Ch. 162 (C. A.) 100
Waidanis (In re)—Rivers v. Waidanis (1908) 1 Ch. 123 59
Walker.(In re)—Walker v. Walker (1908) 2 Ch. 705 431
Wilson v. Harper (1908) 2 Ch. 370 356
Wrightson (In re) v. Cook (1908) 1 Ch. 789 275

King's Bench.

Anglo-Algerian S S. Company, Ltd. v. Houlder Line, Ltd. 1 K. B. 659 ... 154
Anglo-American Oil Company, Ltd. v. Manning (1908) 1 K. B. 536 ... 149
Arnould and Butler v. Bottomby (1908) 2 K. B. 151 (C. A.) 237
Baker v. Snell (1908) 2 K. B. 352 272
Baker v. Snell (1908) 2 K. B. 825 (C A.) 393
Bank of England v. Cutler, (1908) 2 K. B. 208 (C. A.) 238
Baxter's Leather Coy. v. Royal Mail Steam Packet Coy. (1908) 1 K. B. 796 ... 186
Bennets and Co. v. Brown (1908) 1 K. B. 490 148
Bottomby v. Brougham (1908) 1 K. B. 584 152
British Cash and Parcel Conveyors, Limited v. Lawson Store Service Company, Limited (1908) 1 K. B. 1006 (C. A.) 187
Broderick v. The London County Council, 2 K. B. 807 (C. A.) 392
Burgis v. Constantine (1908) 2 K. B. 484 (C. A.) 319
Cairn Line of Steamships, Ltd. v. Corporation of Trinity House (1908) 1 K B. 528 (C. A.) 146
Chaplin and Co. Ltd. v. Brammall (1908) 1 K B. 233 (C. A.) 109
Cremins v. Guest, Keen and Nettlefold, Ltd. (1908) 1 K. B. 469 (C. A.) ... 144
Crozier, Stephens and Co. v. Averbach (1908) 2 K. B. 161 (C. A.) ... 238
Curtice v. London City and Midland Bank Ltd. (1908) 1 K. B. 293 (C. A.) ... 110
Dakhyl v. Labouchere H. L. (Eng.) reported in 2 K. B. 325 Note ... 241
Davies v. Mayor of Bromley (1908) 1 K. B. 170 (C. A,) 66
A debtor (In re)— The Debtor, (Ex parte) (1908) 1 K. B. 344 (C. A.) ... 117
De La Bere v. Pearson, Limited (1908) 1 K. B. 280 (C. A,) 110
Dewar v. Goodman (1908) 1 K. B. 94 (C. A.) 64
Dewhurst v. Mather (1908) 2 K. B. 754 (C. A.) 353
Ellis v. Glover and Hobson Ltd. (1908) 1 K. B. 388 143

	M. L. J. PAGE
Emmanuel v. Symon (1908) 1 K. B. 802 (C. A.)	116
Fitzgerald W. G. Clarke & Son (1908) 2 K. B. 796 (C. A.)	358
Gingell, Son and Foskett, Limited v. Stepney Borough Council (1908) 1 K. B. 115	65
Goodson v. Grierson (1908) 1 K. B. 761 (C. A.)	185
(The) Gramophone and Typewriter, Ltd. v. Stanley (1908) 2 K. B. 89 (C. A.)...	236
Hales v. Kerr (1908) 2 K. B. 601	311
Hamel v. P. and O. S. N. Co. 2 K. B. 298	240
Hartley v. Rochdale Corporation (1908) 2 K. B. 594	311
Hastings Corporation v. Letton and another (1908) 1 K. B. 378	117
Horton v. Colvin Bay and Colvin Urban District Council (1908) 1 K. B. 337 (C. A.)	117
Huggett v. Miers (1908) 2 K. B. 278 (C. A.)	239
Hyams v. Stuart King (1908) 2 K. B 696 (C. A.)	358
Joel v. Law Union and Crown Insurance Co. (1908) 2 K. B. 431. ...	278
Joel v. Law Union and Crown Insurance Company (1908) 2 K. B. 863 (C. A.).	431
John Morris (*In re*) (1908) 1 K. B. 473 (C. A.)	144
Johnson v. Kearley (1908) 2 K. B. 82	235
Johnson v. Kearley (1908) 2 K. B. 514 (C. A.)	309
Johnson v. Pickering (1908) 1 K. B. 1 (C. A.)	61
Kettlewell v. Refuge Assurance Company (1908) 1 K. B. 545 (C. A.) ...	150
(The) King v. Bartholomew (1908) 1 K. B. 554	151
(The) King v. Daye (1908) 2 K. B. 333	272
(The) King v. Dyson (1908) 2 K. B. 454 (Cr. Ap.)	273
(The) King v. Tate (1908) 2 K. B. 686 (C. Cr. A.)	312
Leal and Edgelow v. Kingston (1908) 2 K. B. 579 (C. A.)	310
Lenny and Sons v. Collingham and Thompson (1908) 1 K. B. 79 (C. A.) ...	36
Leonis Steamship Company, Ltd., v. Rank, Ltd., (1908) 1 K. B. 499 (C. A.) ...	149
Lister v. Hoosor (1908) 1 K. B. 174 (C. A.)	67
Lucas and Chesterfield, Gas and Water Board (*In re*) (1908) 1 K. B. 571 ...	152
Macbeth v. North and South Wales Bank (1908) 1 K. B. 13 (C. A.) ...	61
P. Macfadyen and Co. (*In re*) *Ex-parte* Vizianagaram Co. Ltd. (1908) 1 K. B. 675	155
P. Macfadyen (*In re*)—*Ex-parte* The Vizianagaram Mining Co. Ltd. (1908) 2 K. B. 817 (C. A.)	398
Major Brothers v. Franklin and Son (1908) 1 K. B. 712	155
Mansel v. Griffin (1908) 1 K. B. 160	66
Mansfield v. Relf (1908) 1 K. B. 71 (C. A.)	63
Macceo v. Richardson (1908) 2 K. B. 584 (C. A.)	311
McDonold v. Owners of S. S. "Banana" (1908) 2 K. B. 826 (C. A.) ..	433
Morris and Bastert, Ltd., v. Loughborough Corporation (1908) 1 K. B. 205 (C. A.)	109
Myers (*In re*)—*Ex-parte* Myers (1908) 1 K. B. 941	187
Nash v. Inman (1908) 2 K. B. 1 (C. A.)	235
North Western Rubber Company, Ltd. v. Huttenbach and Co. (1908) 2 K. B. 707 (C. A.)	432
Penn v. Spiers and Pond, Ltd. (1908) 1 K. B. 766 (C. A.)	185

M. L. J. PAGE

Plumpton v. Burkinshan (1908) 2 K. B. 572 (C. A.) 310
Pope (*In re*)—*Ex-parte* Dicksee (1908) 2 K. B. 169 (C. A.) 238
Richardson v. Graham, 1 K. B. 39 (C. A.) 63
Simpson v. South Oxfordshire Water and Gas Company (1908) 1 K. B. 917 ... 187
Tate v. Fullbrook (1908) 1 K. B. 821 (C. A.) 186
Tillmans and Co. v. S. S. Knutsford, Ltd. (1908) 1 K. B. 185 108
West v. Bristol Tramways Co. (1908) 2 K. B. 14 (C. A.) 235
Westgate v. Crewe (1908) 1 K. B. 24 62
Whitehead v. Palmer, 1 K. B. 151 65
Williams v. Midland Ry. Coy 1 K. B. 252 (C. A.) 109
Wilson v. Carnley (1908) 1 K. B. 729 (C. A.) 155
Wilson's Music and General Printing Coy. v. Finsbury Borough Council (1908) 1. K. B. 151
Yangtsze Insurance Association v. Indemnity Mutual Marine Assurance Co. (1908) 1 K B. 910 186

Probate.

Baker v. Baker and Dwyer (1908) P. 257 242
Boger v. Boger (1908) P. 300 312
(The) "Bruxellesville" (1908) P. 312 354
The "Europa" (1908) P. 84 111
Jackson v. Jackson (1908) P. 308 354
Leslie v. Leslie (1908) P. 99 112
Levy v. Levy and De Romance (1908) P 256 242
Lewis v. Lewis (1908) P. 1 67
Meyer F.D. (*In re*) (1908) 2 P. 353 434
Norman v. Norman (1908) P. 1 67
(The) "Suevic" (1908) P. 154 154
The "Forfarshire" (1908) P. 339 394
University College of North Wales v. Taylor, (1901) (C. A.) P. 140 ... 153
(The) "Venture" (1908) (C. A.) P. 219 242
(The) Vicar and Church Wardens of Wimbledon v. Eden St. Mark's Wimbledon (*In re*) (1908) P. 167 154
Wrigby v. Lowndes (1908) P. 348 433

JOTTINGS AND CUTTINGS.

Absence of Attorney from Court as contempt 405
Accused's right to be tried by a jury of his own countrymen or otherwise to dispense with a jury 244
Acquiring Interest in Litigation 438
Adverse Influences and Conflicting Interest 436
Advertising, Direct or Indirect 443
Advice to Students in Law 29
Advising upon the Merits of a Client's cause 437
Appearance of Lawyer as Witness for his Client 440
Attempts to exert Personal Influence on the Court 436
Attitude towards Jury 442
Barristers and Big Fees 328
Bombay in the days of George IV. 394

	M. L. J. PAGE
Candour and Fairness	441
(A) Case for Opinion Sticking in the Throat	28
(A) 5 Century Old German Law-Suit	77
Contingent Fees	439
(The) Costs of the High Court	401
Counsel and Judges remembering their Client's Cases	24
Counsel citing a High Authority	28
Counsel dropping his H's	26
Counsel Exchanging Hats	29
Mr. Counsellor "Therefore"	28
(A) Counsel who could neither Write nor Speak	26
Counsels and New Trials	325
Counsel's Fees and Disbursements	320
Counsel's Special Retainers	28
(The) Court Fees Act and the Recent Privy Council Case	19
(The) Damnation of the Modern Bar...	397
Dealing with Trust Property	438
Decisions '*per incuriam*'	77
(The) Defence or Prosecution of those accused of Crime	436
Depositing Money without a Witness or Receipt	21
Disclosure of Amount paid into Court	322
Discovery in Criminal Proceedings	246
Divorce Cases and Co-respondents	76
(The) Duty of the Lawyers to the Courts	435
(The) Ethics of Advocacy	321
Fixing the amount of the Fee	438
From David J Brewer, Justice of the United States in Supreme Court ...	284
From Hampton L. Carson of the Philadelphia, Pa. Bar, Former Attorney-General of Pennysylvania	286
From Jacob M. Dickinson, General Counsel, Illinois Central Railroad and President, American Bar Association	286
From John W. Daniel, United States Senator from Virginia	284
From Roger Froster of the New York Bar	288
From William Wirt Howe of the New Orleans L. A. Bar, and Former President of the American Bar Association	287
Full Faith and Credit	157
(A) Gratfeul Client confiding Secrets	21
(A) Gratuitous Opinion by Counsel	26
Half a century of Crime	74
Having our measure Taken	326
He practised Law by Ear	158
History of Legal Education in England	118
How the fees are fixed	195
How far a Lawyer may go in supporting a Client's Cause	439
Humour of the Law	337
Humour of the Law for missed meals	249
"I have just one Word More"	25
Ill-feeling and Personalities between Advocates	440

	M. L. J. Page
In a French Court	363
Indian Law Students in England	403
In Practice	158
(A) Judge threatening to commit Curran	21
(The) Judges and the King's Birthday	248
(The) Judicial Day	156
Justice in Hungary	404
Justifiable and Unjustifiable Litigations	444
Jurisdiction Lost by Abortive Appeal...	446
(A) Lawyer on legal Ethics	325
(The) Lawyer's duty	364
(The) Lawyer's duty in its Last Analysis	445
(A) Lawyer's luck	362
Leading Counsel	363
Leading Counsel eking out an Income	24
(The) Learned Arguments of "Little Frog Morgan"	29
(The) Legal Effect of Wrongful Dismissal	72
(The) Legal mind in Politics	322
Liability of Restaurant-Keepers	75
Lord Erskine	363
(The) Modern Patriot	445
More Lawyers than Dogs	361
(The) Nature of an Easement	400
Negotiations with Opposite Party	438
Newspaper Discussion of Pending Litigation	440
Not for the Court to decide	363
Perplexing legacy	157
Portia in the Trial Scene	245
Professional advocacy other than before Courts	442
Professional Colleagues and Conflicts of Opinion	437
Promise to pay Bets	323
Public Entertainments and False Pretences	78
Punctuality and Expedition	441
(A) Queer Judge	157
Responsibility for Litigation	444
Restitution of Conjugal Rights	244
Restraining Clients from Improprieties	440
Retrials of Murder Cases	324
Right of a Lawyer to control the Incidents of the Trial	442
Satisfaction	336
School Authorities—Legal power or Practical Wisdom	357
Secretary Root, Corporation Lawyer	192
Sections 50 & 51 of the Alabama Code :—Lawyer's Fees	365
(The) Selection of Judges	435
(A) Serjeant Incapable of putting a Wrong Question to Witness... ...	22
Should Trial by Jury be abolished	366
Sir Richard Bethell and Vice-Chancellor Shadwell...	364
Small fees of the Past	188

	PAGE
Sober as the Judge	366
Some Modern Tendencies: How the Common Law Grows.	359
(The) Special Jury and the Tilak Sedition Case	248
Stagnation in the Business of the Bar	75
Stirring up Litigation, directly or through Agents	443
Suing a Client for a Fee	439
Taking technical advantage of opposite Counsel; Agreements with him ...	442
Translation of documents and Judge's duty to decide its correctness ...	242
Treatment of witnesses and Litigants	440
Union Society of London	246
Upholding the Honour of the Profession	444
Vacuum Between the Ears	158
Virtue of Obedience, a relative one	157
What Great Lawyers Receive for their work	188
When Counsel for an Indigent Prisoner	436
Why a Counsel drank a pot of Porter	123
Young Counsel combining to put down a Senior	27

BOOK REVIEWS.

An) Analysis of Williams on the Law of Real Property. By A. M. Wilshere, LL B. of Gray's Inn and the Western Circuit, Bar.-at-Law, London; Sweet and Maxwell, Ltd. Price 5s.	256
Book Mark and Calendar for 1909. Published by P. R Rama Iyer & Co. ...	408
Burge's Colonial Law by Wood—Renton and Phillimore. Published by Sweet and Maxwell Ltd. London Price for the full set, 5 vols. £8—8. ...	35
Butterworth's Ten years digest of Reported Cases (1898—1907) in 4 vols. Published by Butterworth and Co, London. Price £ 3	331
'Colonial Law and Courts' verbatim reprint edition of Burge's Colonial Law, Vol. 1	36
Criminal Appeals. By A. C. Forster Boulton	201
Dean's Index of Cases judicially noticed (1811—1907) 2nd Edn. Price Rs. 9 ...	370
Diseases of Workmen. By T. Luson, M.D. and R. Hyde, M. R. C S. Published by Butterworth & Co London. Price 4s.	289
(The) Government of India, By Sir Courtenay Ilbert, K.C.S.I. Second Edition.	162
Hindu Family Law. By E.G. Treveleyan, Bar.-at-law, late a Judge of the High Court at Calcutta. Published by Thacker Spink & Co. Price Rs. 16 ...	407
(The) Indian Contract Act by Cunningham and Shephard, Tenth Edition. Published by the Lawrence Asylum Press Madras, Price Rs. 18-0-0 ...	255
(The) Indian Evidence Act: By Cunnigham and Shephard, 11th Editition. Published by Higginbotham & Co. Price Rs. 12-0-0	448
(The) Indian Penal Code. By R. A. Nelson, M. A., LL. M. Published by Srinivasa Varadachari & Co. Madras, Price Rs. 12	84
Insanity in India: By Major Evans, M. D., I. M. S., Superintendent, Punjab Lunatic Asylum, Lahore. Published by Thacker Spink and Co., Calcutta. Price Rs. 7	290
Institutes of Mussalman Law, By Nawab A.F.M. Abdur Rahman, Bar-at-Law, Judge, Presidency Court of Small Causes, Calcutta, published by Thacker Spink & Co., Calcutta, of 1907	200

	M. L. J. PAGE
(The) Law, Arbitration in India By Durga Charn Banerjee, B. A., Advocate High Court, N.W.P. Price Rs. 10	289
(The) Law of Copyright in Designs. By Lewis Edmunds, K. C. and Herbert Bentwich L. L. B. Sweet and Maxwell Ltd. London, Price 25s. ...	330
(The) Law, of Married Women's Contracts. By M. R. Emmanuel Published by Butterworth and Co. London. Price 7s. 6d.	35
(The) Law of Real Property. By A F. Topham, L.L.M. Bar-at-Law with test questions for the use students. Butterworth & Co, London Price 12s 5d...	256
Law of Tender. By George Lucas Beynon Harris, Bar.-at-law. London. Butterworth & Co. London. Price 21s	250
Law of Torts. By Hugh Fraser. Published by Sweet and Maxwell, Limited, Price 8s	201
(A) Lawyer's Manual of Book-Keeping. By Hughes Onslow. 2nd Edition Price 10s. Published by Butterworth & Co., London..	369
"(The) Magistrate's Court Manual." By P. H. Chatterjee, B. A., of the Bengal Provincial Service. Published by Manick Chandra Ghose, Calcutta. Price Rs. 4-0-0. Cloth bound; Rs. 3-8-0 paper bound...	163
(The) Memorandum of Practice in Civil Cases. By W. G. Howard LL.B., Bar-at-law. Second edition. Published by Thacker Spink and Co., Calcutta Price Rs. 2	330
Mozley and Whiteley's Law Dictionary. Third edition. By Leonard H. West LL. D. and F. G. Neave, L. L. D. Butterworth and Co. London, Price. 10/6 net	200
Oliphant's Law of Horses. By C. E. Lloyd. B. A. Bar-at Law. Published by Sweet and Maxwell, Ltd. London. Prices 20s	288
(The) Principles of the Law of Interest in British India : By Edmund Upton Bar.-at-law. Published by Thacker Spink and Co Calcutta. Price Rs. 6 ..	368
Principles of Company Law, 2nd Edition, by Alfred F. Topham, LL. M. Published by Butterworth and Co. London. Price 7 s 6 d	34
(The) Provincial Insolvency Act : By A, I. P. Muddiman C. S. Registrar of High Court of Judicature at Fort William. Bengal in its Appellate Jurisdiction. Published by Thacker Spink & Co., Calcutta. Price Rs. 4-8-0 ...	331
(The) Provincial Insolvency Act by T. S. Rajagopala Aiyar, B. A. B. L. High Court Vakil. Madras Price Rs.1-12-0 Published by S.R. Krishna Rao, Madras	163
Sohoni's Code of Criminal Procedure By Dr. Swaminathan, Bar-at-law, Madras, 6th Edition, Published by Addison & Co, Madras Price Rs. 16 ...	331
" Students' Guide to Roman Law. By D. Chalmer and Barnes, published by Messrs Butterworth & Co. London. Price 7 s. 6 d.	35
(The) Transfer of Property Act. By Desai. B. A. LL. B. Price Rs. 4 Published by Lawyer Office, Bombay	257

TABLE OF CASES CITED.

M. L. J. PAGE

A

Abbot v. Middleton, 7 H. L. C. 68 ... 178

Abdul Kadir, 11 B. L. R. App. 18 ... 302

Abdulla Naiha v. Moidin Kutti, 17 M.L.J. 287 ... 133

Adhur Chunder Chatterjee v. Nobin Chendra Chatterjee, 12 C.W.N. 103 ... 129

Adimulam v. Pir Ravuthan, I.L.R. 8 M. 424 ... 306

Aghore Nath Banerjee v. Deb Narain Guin, 11 C.W.N. 314 ... 388

Agilul Hosain v. Dino Nath Dutt, I. L. R. 34 C. 996 ... 141

Ahmed Hussain, I.L.R. 28 C. at p. 715 ... 140

Alabi Koya v. Mussa Kaya, I. L. R. 24 M. 513 ... 131

Alagappan Bali and others (Re) Weir's Criminal Rulings, 4th edition, page 742. 340

Allan v. Gott L.R. 7 Ch. App. Cas. 439 ... 60

Allen v. Flood (1898) A. C. 1 ... 105

Amarsingh, *In the matter of the petition of*, I.L.R. 16 A. 9 ... 138, 140

Ambigai Huleyn (*In re*) I.L.R. 1 M. 133 ... 341

Ammayanayakkanur Case I. L. R. 18 M. 287 ... 5

Anandarao v. Vasantarao, 17 M. L. J. 184 ... 129

Anandi v. Mahadev, A.W.N. 199; 4 A.L.J. 490 ... 130

Anantha Charri, 2 M. 669 ... 420

Anderson v. Fitzgerald, 4 H. L. C. 484 ... 432

Annamalai Chetti v. Murugesa Chetti, I. L. R. 26 M. at 553 ... 427

Appathura Pattar v. Gopala Panikkar, I. L. R. 25 M. 674 ... 55

Armitage v. Lancashire and Yorkshire Ry. Co. followed (1902) 2 K.B. 178 (C.A.). 354

Arumuga Tegundan (*In re*) I. L. R. 26 M. 188 ... 139

Asanulla 2 C. W. N. 519 ... 418

Ashutosh Sikdar v. Behari Lal, I. L. R. 35 at C. pp. 712 ... 92

——I. L. R. 35 C. at p. 74 ... 92

——I. L. R. 35 C. at p. 61 ... 259

Asirun Bibi v. Sharip Mondul. I. L. R. 17 C. 488 (F. B.) ... 93

Assan v. Pathumma, I. L. R. 22 M. 494 ... 95, 96

Attorney-General v. Simpson, L. R. 2 Ch. 671 ... 141

Avathala v. Dayamma, 24 M. 233 ... 257

Ayers v. The South Australian Banking Co., L. R. 3; P. C. 548, 559 ... 332

Aylsbury (1697) 1 Salk. 103 ... 410

B

Baboo Ganesh Dutt Singh v. Maharajah Moheshur Singh, 6 Moo. I. A. at p. 187 ... 3

——at p. 164 ... 81

Badger (1843) 4 Q. B. 468 ... 299, 300

Badam v. Gang Dei, I. L. R. 29 A. 484 ... 134

Badri Prasad v. Madan Lal, I. L. R. 15 A. 75 ... 306

M. L. J.

B.—(continued). PAGE

Bagot v. Chapman, 2 Ch. 222 at pp. 227 and 228 16
Bagwanta v. Sukhi, I. L. R. 22 A. 33 49
Bahadur Singh v. Mohar Singh, 29 I. A. 1; 29 I. A. 94 219
Bai Fatonabai v. Gulam Husen, 9 Bom. L. R. 1337 192
Baijnath Murlidhar, A. W. N. 85; 4 A. L. J. 349 135
Baijnath Sahai v. Ramgut Singh, I. L. R. 23 C. 775, 786 9
Bajranji Singh v. Monokarnik Baksh Singh, 17 M. L. J. 605 129
Balaji v. Sakharam, I. L. R. 17 B. at p. 559 280
Balakrishna v. Masumma Bibi, I. L. R. 5 A. at 157 (P. C.) 260
Baldeo Singh v. Dharam Kunwar, I. L. R. 26 A. 234 180
Balkaran Rai's Case, I. L. R. 12 A. 129 (F. B.) 94
Balakishan Das v. Madan Lal, I. L. R. 29 A. 303 132
Balamoney v. Ramasami Chettiar, I. L. R. 30 M. 230 143
Bama Charan Chowdhury v. Administrator General of Bengal, 6 C. L. J. 72 ... 184
Banh Bai v. Manni Lal, I. L. R. 27 A. at p. 451 98
Banki ex parte 28 Ala. 89 410
Bank of England v. Vagliano Brothers, distinguished, 2 K. B. 439 ... 62
Banoo Begum v. Mir Aun Ali, 9 Bom. L. R. 188 131
Barhamdeo Narain Singh v. Mackenzie, I. L. R. 10 C. 1095 180
Baring v. Abingdon, 2 Ch. 398, 399 168
Barnett (In re) 1 Ch. 402 77
Barronett, 1 E. & B. 1 300
Barthelomy (In re) 1 E. and B. 8 301
Bassu Kuar v. Dhum Singh, I. L. R. 11 A. 47 (P. C.) .. 181, 182
Beckford v. Wade, 17 Ves. 87, 92; 11 R. R. 20 182
Becquet v. Macbarthy, 2 B and Ad. 951 116
Behari Lal v. Beni Lal, I. L. R. 3 A. 408 380
Bell and Co. v. Antwerp, London and Brazil Line, L. R. 1 Q. B. 103 ...347, 348, 349, 350
Bhadri Prasad v. Madan Lal, I. L. R. 15 A. 15 308
Bhagbut Pershad v. Girja Koer, I. L. R. 15 C. 717 308
Bhagwant v. Kedari, I. L. R. 25 Bom. 202 50
Bhagwat Dayal Singh v. Debi Dayal Sahu, I. L. R. 35 C. 420 (P. C.) ... 268
Bhau Nanaji Ulpat v. Sundara Bai, 11 Bom H. C. R. 249 88
Bhugwan Das Marwari v. Parameswari Prasad, 5 C. L. J. 287 134
Bhugwandeen v. Mynaboyee, 11 M. I. A. 487 142
Bhuban v. Rajah Peary, I. L. R. 26 C. 326 264
Bibi Phul Kunwar v. Ghanshyam Misra, 17 M. L. J. R. 618 (P. C.) ... 19, 94
Biggs v. Hoddinott, 2 Ch. 307 251
Bijoy Gopal Mukerjee v. Krishna Mahishi Debi, I. L. R. 34 C. 329 ... 9
Binda v. Kaunsibia, I. L. R. 13 A. 126 47
Birchall v. Bullough, 1 Q. B. 325 183
Biri Singh v. Nawal Singh, I. L. R. 24 A. 226 266
Bisseswar Prasad v. Lala Surnam Singh, 6 C. L. J. 134 135
Bojjamma v Venkataramayya, I. L. R. 21 M 30 137
Bolye Chunder Sen v. Lalmoni Dasi, I. L. R. 14 C. 797 170
Bowes v. Heaps. 3 V. and B. at p. 119 265
Bradley v. Carret, A. C. 253 251

M. L. J.

B—(*continued*)

PAGE

Broad (*In re*) 2 Ch. 86 77
Browlie *v.* Campbell, 5 A. C. 925 432
Brown *v.* Alabaster, 37 Ch. D. 490 168
Brownlie *v.* Camplick, followed, 5 A. C. 925, 954... 273
Bryant *ex parte* 34 Ala. 270 410
Budd's Case (1861) 3 D. F. and J. 297; 17 M. L. J. followed, 402 ... 61
Budrudeen Sahib *v.* Abdul Rahim Sahib, I. L. R. 31 M. 125 267
Bull *v.* Yelwerton, L. R. 9 Eq. 471 185
Butler, 14 Cox 530 300

C

Cartwright (*In re*) L. R. 41 Ch. D. 532 196
Castello's Case, 2 D. F. and J. 302 61
Chagandas *v.* Gansing, I. L. R. 20 B. 615 422
Chairman, Municipal Council, Rajahmundry *v.* Suserla Venketeswaralu, 16 M. L. J. 53 45
Chandrabulli's Case, 10 M. I. A. 279 91
Chandri *v.* Daji Bhau, I. L. R. 24 B. 504 306
Chapman (1838) 8 C. and P. 558 301
Charles Duval and Co. Ltd. *v.* Gans, 2 K.B. 685 97
Charu Surnokar *v.* Dokowri Chunder Thakoor, I. L. R. 8 C. 956... ... 166
Chattar Singh *v.* Lekhraj Singh, I. L. R. 5 A. 293 148
Chengiah *v.* Pichayya, 17 M. L. J. 177 184
Chhagan *v.* Lakshman, I. L. R. 31 B. 462 98
Chidambaram Chettiar *v.* Sami Aiyar, I. L. R. 30 M. 6 50
Chinnaya Naidu *v.* Gurunatham Chetti, I. L. R. 5 M. 169 at p. 170 ... 43
Chinnayya *v.* Perumall I. L. R. 13 M. 51 307
Chintamon Singh *v.* The Emperor, I. L. R. 35 C. at p. 256 189
Chiruvolu *v.* Chiruvolu, I. L. R. 29 M. 390 (F.B.)... 48
Chundra Nath Dey, *v.* Burroda Shoodadury, I. L. R. 22 C. 813 98
Chuni Lal Munchazam *v.* Manishnkar Atmaram, I. L. R. 18 B. at pp. 626, 627... ... ... 165, 170, 178, 179
Clarke *v.* Millwall Dock Co., 17 Q. B. D. 494 18
Cocha Rai, 6 N. W. P. 366 ... ...300, 410
Coles and Ravenshaw (*In re*) (1907) 1 K.B. 1 15
Colonial Trusts Corporation (*In re*) 15 Ch. D. 465, 472 231
Comber *v.* Leyland (1898) A.C. 524, L.R. A. C. 524 ... ...347, 350
Commissioners for Special Purposes of Income Tax *v.* Peusel (1891) A.C. 531, 583...146
Consolidated Exploration Co. *v.* Musgrave, 1 Ch. 37 301
Cooper *v.* Cooper, L. R. 7 H. L. 53 317
Coppin (*Ex parte*) L. R. 2 Ch. 47 299
Corbett (1858) 24 Ga. 391 414
Corsellis *v.* London County Council, 1 C. 774; 17 M. L. J. 272 17
Cowper Essex *v.* Acton Local Board, 14 A. C. 153... 117
Cropper *v.* Smith, L. R. 24 Ch. D. 305 53
Crossley and Sons *v.* Lightowler, L. R. 2 Ch. Ap. 478, 486 cited in Union Lighterage Co. *v.* London Graving Dock Co. 2 Ch. at p. 567 ...166, 173
Curriers and Co. *v.* Corbett, 2 Drew. and Sm. at p. 360 ... ...171, 175

M. L. J.
PAGE

D

Darley Main Colliery Case, 11 A. C. 127 at 135 70
Datto v. Vithu, I. L. R. 20 Bom. 408 , (F. B.) 44
Daulat Singh, I. L. R. 14 A. 45 411
Debendranath v. Prasanna Kumar, 5 C. L. J. 328 264
De Lassalle v. Guildford (1901) 2 K.B. 215 252
Delhi & London Bank Limited v. Hem Lall Dutt, I.L. R. 14 C. at p. 853 ... 168
Dendy v. Nicholl, 4 C. B. N.,S. 376 280
De Pass's Case, 4 De. G. and J. 514 61
Devarakonda v. Devarakonda, I. L. R. 4 M. 134 181
Devarakota Case, I.L. R. 13 M. at pp. 416, 417 and 422 86
Dhanipal Das v Maneshar Bhaksh Singh, I. L. R. 28 A. 570 141,264
265
Dhanukdhari Singh v. Nathuni Sahu, 6 C. L J. 62 263
Dhapi v. Ram Pershad, I. L. R. 14 C. at p. 780 143
Dharanikota Venkayya v. Budharaju Surayya, I. L. R. 30 M. 362 ... 261
Doraisami Pillai v. Thungasami Pillai, I.L. R. 27 M. 377 15
Dukhada Sundari Dasi v. Srimonto Joardar, I. L. R. 26 C. 950 99
Durga Persad v. Kesho Persad, I. L. R. 8 C. at p. 662 (P. C.) 92
Durgozi Row v. Fakeer Sahib, 17 M. L. J. 10 ; I. L. R. 30 M. 197 ... 131

E

E. I. Ry. Co. v. Jethmal Ramanand, I. L. R. 26 B. 669 228,229
E. W. A. (*In re*) L. R. 2 K. B. 642 421
Ebrahim Ahmed, 7 Burma 86 416
Egbert v. Short, approved 2 Ch. 205 ; 17 M.L.J. 407 146
(The) Elder, p. 119 347
Elderslie Steamship Company v. Borthwick (1905) A. C. 93 at p. 96 ... 69
Empress v. Ashutosh Chuckerbutty, I. L. R. 4 C. 483 341
Empress v. Rama Birapa, I. L. R. 3 B. 12 at page 16. 345
Exchange Telegraph Co. v Gregory Co. (1896) 1 Q B. 147, 156 105

F

Fakirappa v. Sellappa, I. L. R. 22 B. 101 427
Farnham v. Milward and Co. (1895) 2 Ch. 730 108
Farzhand Ali Khan v. Bismillah Begam, I. L. R. 27 A. 23 110
Fenton v. Morley (1903) A. C. 443, 448 393
Fuckorudeen v. Mohima Chunder, I. L. R. 4. C. 529, 531 47

G

Ganga Das Bhatter v. Jogendra Nath Mitter, 11 C W. N 403 s. c.; 5 C. L. J. 315 ... ... 133, 387, 388
Ganga Pershad Sahu v. The Land Mortgage Bank, I. L. R. 21 C. 366 ... 387
Ganapat Rao v. Vaman Rao, 10 Bom. L. R. at p. 224 141
Ganapathy Nayakar v. Saminadha Pillai, 7 M. L. J. 64 137
Ganesh Narayan v. Vishnu Ramachandra, 9 Bom. L. R. 1161 132
Garuda Reddi v. Ga li Janakayya Garu, 1. M. H. C. 124 369
Gaya Din v. Kashi Gir, I. L. R. 29 A. 163 135

G—(*continued*)

	M. L. J. PAGE
Gayitri Prasunno Ghoshal, I. L. R. 15 C. 455	304
Ghanshiam Lalji v. Ram Narain, I. L. R. 29 A. 33; 34 I. A. 6	188
Girdhar Lal v. Motilal, 3 Bom. L. R. 121	189
Girdharee Lal v. Kantoo Lal, I. L R. 15 C. 717 s. c. L. R. 15 I. A. 99 ...	127
——L. R. I. A. 321	307
Giridhari Lal Roy v. Dhirendra Kristo Mukerjee, I. L. R. 34 C. 427 ...	135
Girish Chunder Nande v. Kedernath Kundu, I. L. R. 33 C. 590... ...	388
Gobind Krishna Narain v. Khuni Lal, A. W. N. 151	130
Godh Shukul v. Sakla Kunwar, 4 A L. J. 253	136
Golam Abad v. Judhishtar, I. L. R. 30 C. 142	264
Gopalla v. Paramma, I. L. R. 7 M. 583	229
Gopinath, 10 C. W. N. 82	414
Gopinath Parya v. The Empress, 10 C. W. N. 83 s. c. 2 C. L. J. 555 ...	140
Gough v Wood and Co. (1894) 1 Q. B. 713	144
Govind v. Umachurn, I. L. R. 14 C. 679	262
Govindarajulu Narasimham v. Devarbhotla Venkatanarasayya, I. L. R. 27 M. 206...	142
Govindarajulu v. Devarabhotla Venkatanarasiah, I. L R. 27 M. 206 ...	127
Great Berlin Steamboat Co. (*In re*) 26 Ch. D. 616	227
G. I. P. Ry. Co. v. Chandra Bai, I L. R. 28 A. 552...	228
Grenon v. Lutchmi Narain, I. L. R. 24 C. at p. 18...	349
Grey v. Pearson, 6 H. L. C. 61	178
Grimwood v. Moss, L. R. 7 C. P. 360	230
Guardians of West Ham Union v. Churchwarden, etc, of St. Matthews, L. R. (1896) A C. 477	10
Gudar Singh, *In the matter of the petition of*, I. L. R. 19 A. 291 ...	138
Gurdio Singh v. Chandrikah Singh, 5 C. L. J. at p. 637	387

H

Haji Abdul Rahimam v. Haji Noor Mahomed, I.L.R 16 B. 141	369
Hakim Lal v. Ram Lal, 6 C. L. J 46	135
Hambrough v. Mutual Life Insurance Co. of New York, 72 L. J. 140. ...	273
Harak Singh v. Saheb Singh, 6 C. L. J 176	132
Harendra Lal Rai Chowdri v. Maharani Dasi, 28 C 557 ...	369
Hari v. Vital, I. L. R. 31 B. 560	130
Harihar Pershad v. Bholi Pershad, 6 C. L. J. 383	128
Harikissen Bhagat v. Veliat Hossein, I. L. R. 30 C. 755	429
Hari Lal Pranlal v. Bai Rewa, I. L. R. 21 B. 376	177
Hariram Bhibhan, 11 Bom. H. C. R. 170	410
Harmanoje Narain Singh v. Ramprosad Singh, 6 C. L. J. 462	137
Hazledine's Trusts, *In re*, 17 M. L. J. 270; 1 Ch 686	17
Heard v. Stamford, 3 P. Wms 409	210
Hermann v. Jenchner, 15 Q. B. D. 561	301
Hira Lal v. Badridas, I. L. R. 2 A. 792 (P. C.)	14
Howatson v. Webb, 17 M. L. J. 263	15
Hudson v. Basdeo Bajpye, I. L. R. 26 C. 109	140
Hunsapore Case, 12 Moo. I. A. 1 I. L. R. 3 M. 290...	86, 87.
Hunt v. The Star Newspaper Co. Ltd., (1908) 2 K. B. 302 (C. A.) ..	242

M. L. J.
PAGE

H—(*continued*).

Hunter v. Attorney-General, (1899) A. C. 309, 315, 323 59
Hureehur v. Churn Majhee, 22 W. R. 355 56
Hurmukhrai v. Narotam, 9 Bom. L. R. 125 132
Hutcheson v. Eaton, 13 Q. B. D. 1886 498
Hyman v. Van Den Bergh, 2 Ch. 516 102

I

Ibrahim Gulam Ariff v. Saiboo, I. L R. 34 I. A. 167 131
Ichha Dhanji v. Natha, I. L. R. 13 B. 338 96
Ikramul Huq v. Wilkie, 17 M. L. J. 287 132
Iman Ali v. Baijnath Ram Sahu, I. L. R. 33 C. 613 428
Imperatrix v. Pitamber Jina, I. L. R. 4 Bom. 261 344
Indran Ramasami Pandia Thalavar v. Anthappa Chettiar and others, 16 M. L. J. p. 422 256
International Tea Stores Co. v. Hobbs, (1903) 2 Ch. 165, 173 168
Ishan Chunder v. Bishu Sirdar, I. L. R. 24 C. 825 50
Ishan Chunder v. Jibaun Kumari, I. L. R. 16 C. 25 96
Ishri Prasad v. Lalli Jos Kunwar, I. L. R. 22 A. 294 55
Ismdar Khan v. Ahmed Hussain, I. L.R. 30 A. 11 384

J

Jadunath Poddar v. Rup Lal Poddar, I. L. R. 33 C. 967 227
Jagampet Case, I. L. R. 25 M. 678 (P. C.) 57, 408
Jagat Narain v. Pertab Husain, I. L. R. 2 A. 807 422
Jagat Pab Singh v. Jageshar Bhaksh Singh, I. L. R. 25 A. 143 ; 30 I. A. 27 ... 54
Jagdindra Nath Roy v. Hemanta Kumari Debi, I. L. R. 32 C. 129 ... 427
Jageswar Narain Deo v Ramachandra Dutt, I. L. R. 23 C. 670 (P. C.) ... 57
Jakeman v. Cook, L. R. 4 Ex. D. 26 141
Jamini Mullic, 13 C. W. N. 51 ... ...414, 415
Jamma v. Nain Sukh, I. L. R. 9 A. 493 ... ...306, 307
Jamna Prasad v. Ram Pratap, I. L. R. 29 A. 667 128
Janki v. Nandram, I. L. R. 11 A. 194 424
Debi Dut v. Jadu Rai, I. L. R. 24 A. 459 306
Jogendra Bhupati v Nityananda Man Singh, I L R. 18 C. 151... ... 2, 89
Johur Mull (*In re*), 10 C. W. N. 1093 .. ..300, 301
Jones v. Lavington, (1903) 1 K. B. 25 284
Jones. 3 Wash. C. C. 224 410
Jugdeo Singh v. Habibullah Khan, 6 C. L. J. 812... 134

K

Kachayi Kuttiali Haji v. Udumpumthala Kunhi Putha, I. L. R. 29 M. 58 ... 92
Kadambini Debi v. Kali Kumar Haldar, I. L. R. 26 C. 516 170
Kali Krishna Sarkar v. Raghunatha Deb, I. L. R. 31 C. 224 2
Kali Shankar v. Pratab Udai Nath, 6 C. L. J. 36 93
Kamaraju v. The Secretary of State for India, I. L. R. 11 M. 309 ... 93
Kanthappa v. Seshappa, I. L. R. 22 B. 893 306
Karan Singh v. Bhup Singh, I. L. R. 27 A. 17 ... ...307, 308
Karattole Edamana v. Unni Kannan, I. L. R. 26 M. 649 266
Karuppai Nachiar v. Sankaranarayan Chetty, I.L.R. 27 M. 300 ; I.L.R. 28 M. 1. 128, 408

M. L. J.

K—(*continued*). PAGE

Kashiram v. Pandu, I. L. R. 27 B. 1 (F. B.) 230
Kedar Mull v. Bishen Pershad, I. L. R. 31 C. 332 387
Kedarmal v. Surajmal, 9 Bom. L. R. 903 ... ...349, 350
Kearley v. Thompson, 24 Q. B. D. 742 227
Ketaboi v. Queen Empress, I. L. R. 27 C. 993 189
Kettlewell v. Watson, I. L. R. 21 Ch. D. 685, 714... 421
Khetter Chunder Mookerjee v. Khetter Pal. I. L. R. 5 C. 886 55
Khetter Pal v. Khelal Kristo, I. L. R. 21 C. 904 11
Khiaraj Mal v. Daim, I. L. R 32 C. 296 (P. C.) 98, 259, 266
Kichilappa Naicker v. Ramanujam Pillai, I. L. R. 25 M. at p. 178 ... 14
Kirshun Lal v Garurudhuraja Prasad, I. L. R 21 A. 238 308
Kishan Lal v. Umrao Singh, I L. R. 30 A. 146 ... ...260, 261
Kishun Pershad Chowdhury v. Tepan Pershad Singh, I.L.R. 34 C. 735 at p. 746 .. ..126, 308
Knox v. Gye, L. R. 5 H. L. at p. 675 426
Kokilasari Dasi v. Mohunt Rudranand, 5 C. L. J. 527 266
Kokoor Singh, 1 C. L. R. 130 299
Konwar Doorganath Roy v. Ramachunder Sen, 3 I. A. 52, 65 268
Krishna Aiyangar v. Appanaiyangar, 17 M. L. J. R. 62 140
Krishna Ayyar v. Muthukumarasamia Pillai, I.L.R. 29 M. 217 ... ...135, 422
Krishnaji *In re*; Joglekar, I. L R 23 B. 32 133
Krishna Kishori v. Kishori Lal Roy, I. L. R. 14 C. 486 (P. C.) 55
Krishnamachariar v. Anangaracharıar, I. L. R. 30 M. 353 136
Krishna Pada Dutt v. Secretary of State for India, I. L. R. 35 C. 681 ... 427
Krishnasami v. Kesava, I.L.R. 14 M. 63 15
Kudutamma v. Narasimha Charyulu, 17 M.L.J. 528 127
Kulaikada Pillai v. Viswanatha Pillai, I.L.R. 28 M. 229 140
Kunja Behari Singh v. Bhupendra Kumar Dutt, 12 C.W.N. 150 ... 183

L

Laird v. Pym. 2 Wms. Saund 548 32
Lakshmi v. Sri Devi I.L.R. 9 M. 1 52
Lakshminarayanasastri v Venkayya, 17 M.L.J. 160 130
Lalbahadur v. Kanhaiya, Lal. I.L.R. 29 A. 244 ; 34 I.A. 65 129
Laljee Lall v. Hardey Narain, I. L. R. 9 C. 105 348
Lallabhai, 5 B. H. C. R., Cr. Cas. 64 416
Lalubhai v. Mowji, L. R. 34 I. A 179 ; I. L. R. 31 B. 566 187
Langley v. Hammond, L. R. 3 Ex. 161 168
The Legal Remembrancer v. Bhairub Chunder Chuckerbutty, I. L. R. 25 C. 727 139
Lekha v. Bhauna, I. L. R. 18 A. 101 230
Leonis Steamship Company, Ltd. v. Rank, Ltd. (1907 1 K. B. 344 ; 17 M. L. J. 99 149
Lewis v. Campbell, 8 C. B 545 18
Lintoid c. Fitzroy, 13 Q. B. 240 300
Lloyd (*In re*) (1903) 1 Ch. 385 18
Lockrain v. Rastan, 9 North Dakota, 434 15
Lolit Mohan v. Surja Kanta, I. L. R. 28 C. 709 139

P—(*continued*).

	M. L. J. PAGE
Parankusam, 2 M.H.C.R. 396	300
Parbutty, 3 C.L.R. 406..	419
Park Gate Iron Company v. Coates, L.R. 5 C.P. 634	418
Parry, *In re*, L.R. (1900) 1 Ch. 160	196
Parsottam Rao v. Janki Bai, A.W.N. 77 ; 4 A.L.J. 257	128
Peari Lal Singh v. Chandi Charan Singh, 5 C.L.J. 80	305
People v. Van Horne, 8 Barb. 158	305
Peria Karuppan v. Velayutham, I.L.R. 29 M. 302	266
Periannnan Chetty v. South Indian Ry. Co., I.L.R. 22 M. 137	228
Periasami v. Krishna Aiyyan. I.L.R. 25 M. 431 at 448	39
Perundevi v Nammalwar, I.L.R. 18 M. 390	96
Petherperumal v. Muniyandi Serva., 18 M.L.J. R. 277	227
Phool Chund Lall v. Raghoobuno Sahai, 9 W.R 108	269
Pittapur Case, I.L.R. 22 M. 383	2, 3, 8, 81
Poman Dongara v. William Gillespie, I.L.R. 31 B. 348	132
Pomfret v. Lancashire and Yorkshire Railway. Company. 2 K. B. 718 ...	433
Ponnammal v. Sundaram Pillai, I.L.R. 23 M. 499	56
Ponnusami, I.L.R. 6 Mad. 69	302
Pordage v. Cole, 7 M. and W. 474	32
Pott v. Clegg, 16 M. and W. 321	96
Prannath Roy v. Rookea Begum, 7 M.I.A. 323	182
Prosunno Kumar Sanyal v. Kali Das, I.L.R. 19 C. 683	259
Purushotam Sakharam v. Durgoji Tukaram, I.L.R. 14 B. 452	170
Pyari Mohun v. Kedar Nath, I.L.R. 26 C. 403	266
Pyer v. Carter, 1 H. and N. 916 : S.C. 26 L. J. Ex. 258 ...	...174, 175

Q

Queen v. Bassiruddi, 8 W.R. Cr. 35	337
Queen v. Kalichurn, 6 W.R. Cr. 84	337
Queen v. Naga, 23 W.R. Cr. 24	337
Queen Empress v. Khandie, I.L.R. 15 Bom. 66	341
Queen Empress v. Nirmal Dass, I.L R. 22 All. 445 at 447	341
The Queen v. Durbaroo Das Sirdar, 13 W.R. Cr. 14	337
The Queen v. Macdonald, 15 Q B.D. 323	382
The Queen v. Sadhu Mundal, 21 W.R. Cr, 69 (71)	337, 338, 340
Quinn v. Leatham, (1901) A.C. 495	... 57, 105

R

Radha Mohan, I.L.R. 21 A. 460	48
Radha Rukhminammah v. Narasimha Rao, 17 M.L.J. 186	125
Raghunandan, 8 C.W.N. 779	299
Raja Kishendatt v. Raja Mumtaz Ali, I.L.R. 5 C at 211 (P.C.)	98
Raja Narendra, 18 C.W.N. 43	413
Raja Ranogit Singha v. Bhagabutty Charan Roy, 7 C.W.N. 720... ...	99
Raja Sooranainy Venkatapati Rao v. Ramachandra Rao, 1 M.S.D. 495 ...	83
Rajah Deedar Hoosein v. Ranee Zupooroon Nissa, 2 Moo. I.A. 441	81, 87
Rajah Nilmani Singh v. Bakra Nath Singh, I.L.R. 9 C. p. 206-7 ...	4
Rajah of Kalahasti v. Achigadu, 17 M.L.J. 367	2, 8

	M. L. J. PAGE
Rajah of Vizianagaram v. Setrucherla, I.L.R. 26 M. 686	47
Rajkishen Singh v. Ramjoy Surma, I.L.R. 1 C. 192 (P.C.)	80, 88
Rajaram, I.L.R. 26 A. 202	419
Rajchunder Chuckerbutty v. Dina Nath Saha, 2 C.W.N. 488	99
Rajendro Nath Dutt v. Shaik Mahomed, I.L.R. 8 C. 42 (P.C.)	266
Rajkishore v. Durgacharan, I.L.R. 29 A. 71	180
Rama v. Kunji, I.L.R. 9 M. 375	15
Rama Row v. Venkoba Row, 17 M.L.J. R. 282	100
Ramachandra Rayagaru v. Modhu Padhi, I.L.R. 21 M. 326 ; (F.B.) ...	44
Ramchhaibar Misr v. Bechu Bhagat, I.L.R. 7 A. 641	262
Ramachunder, 1 C.L.R. 134	419
Ramakrishna v. Subramania, I.L.R. 29 M. 305	48, 258
Ram Doss Marweri v. Tekait Braja Behari Singh, 6 C.W.N. 879... ...	2
Ramkinkar Biswas v. Akil Chandra Chowdhuri I.L.R. 35 C. 519... ...	423
Ram Krishna Reddi v. Kottakota Reddi, I.L.R. 30 M. 96 (F B.)... ...	20
Ramnad Case, I.L.R. 24 M. at p. 626, at p. 631	82, 88
Ram Ratan Sahu v. Bishen Chand, 11 C.W.N. 732 ; 6 C.L.J. 74	185
Rami Reddi v. Rangamma, 11 M.L.J. 20	125
Ram Sarup v. Ram Dei, 4 A.L.J. 160...	180
Ranchordas v. Parvatibai, I.L.R. 26 I.A. 71 ; I.L.R. 23 B. 275	181
Ranee Surno Moyee's Case, 12 M.I.A. 244	182
Ranga Pai v. Baba, I.L.R. 20 M. 398...	40
Rangasami Nadan v. Subrahmanya Iyen, I.L.R. 30 M. 408 S. C.; 17 M.L.J. 403	134, 136
Rani Sunder Koer v. Rai Sham Kishen. I.L.R. 34 C. 150 ; 34 I A. 99 ...	132, 133, 265
Ratanji v. Edalji, 8 B.—C.R. (O.C.J.) 181	170
Ratnamasari v. Akilandammal, I.L.R. 26 M. 291	100
Ray v. Hazeldine, 2 Ch. 17	166, 173
Raybould v. Turner, L.R. 1 Ch. 199	466
Raziuddin v. Karim Baksh, I.L.R. 12 A. 169	14
Rees (*In re*), 60 L T 260	279
Regina v. Ambigaru Hulga, I.L.R. 1 M. 163	340
Reg. v. Badger, 4 Q.B. 468 Dav. and M. 375	295
R. v. Broome, 18 L. J., O.S. 19	301
Reg. v. Kaliappa Gounden Weir's Criminal Rulings, 4th edition, Vol II. 741 ...	341
Reg. v. Navroji Dadhabhi, 9 Bom. H.C R. 358	184
R. v. Rose, 17 Cox. 717...	300
R v. Sangiovauni, (1904) J. P. 54	417
R. v. Scaife, 10 L.J. (B.C.) 144	300
R. v. Stockwell, 66 J. p. 376	301
Reeve v. Lisle, (1902) A.C. 461	251
Rewa Mahton v. Ram Kishen Singh, I.L.R. 14 C. 18 (P.C.)	260
Rex. v. Bishop, 1 Stra. 9	409
Rex. v. Morgan, 1 Bulst. 8	409
Rex. v, Weddington, 1 East. 143 (159)	409
Reynolds v. Ashby & Son, (1904) A.C. 466	144

R—(continued).

	M. L. J. PAGE
Roberts v. Walker, 1 Russ. and My. 752	60
Robey v. Snaefell Mining Co., L.R. 20 Q.B.D. 152	349
Robinson (In re) 23 L.J. (Q.B.) 286	300
Roddy v. Fitzgerald, 6 H.L.C. 823	178
Roy Radha Kissen v Nouratan Lall, 6 C.L.J. 491	130
Rungayya v. Nanjjappa, I.L.R. 26 M. 780	42
Rup Jan Bibee v. Abdul Kadur, I.L.R. 31 C. 143	140
Russel v. Watts, 25 Ch. D. at p. 573	168
Rylands v. Fletcher, L.R. 1 Ex. 265 and L.R. 3 H.L 330 ...	235

S

Sadasiv, I.L.R. 22 Bom. 549	300, 410
Sadler v. Great Western Ry. Co., (1896) A.C. 450	386
Sahdeo Singh v. Ramanadan Singh, (1907) A.W.N. 148	126
Sainal Ranchhod v. Dullabh Dwarka, 10 Bom. H.L.R. 360	183
Salaman (In re)—De Pass v. Sonnenthal. (1907) 2 Ch. 46 ; 17 M.L.J. 370 ...	61
Sami Ayyangar v. Gopalayyangar, 7 M.H. C.R 176	348
Saminatha Aiyar v. Muthusami Pillai, I.L.R. 30 M. 530	132
Samuel v. Jarrati Timber Corporation, (1904) A.C. 323	251
Samuel v. Newbold, (1906) A.C. at p. 468	264
Sarda Pershad's Case, I.L.R. 5 C. 910	40
Sartaj Kuari's Case, I.L.R. 10 A. 272	2, 3, 85, 91
Sartaj Kuari's Case, I.L.R. 10 A. at p. 284	2
Sarat Chander Dey v. Gopal Chunder Lala, I.L.R 20 C. 296 (P.C.) ...	97
Satyabadi Behara v. Mussamutt Hirabati, I.L.R. 34 C. 223	135
The Secretary of State for India v. Dip Chand Poddar, I.L.R. 24 C. 306 ...	228, 229
Seshachala Naikar v. Varadachariar, 25 M. 55	257
Sethu v. Nayana, I.L.R. 7 M. p. 577	229
Sethu v. Subramanya, I.L.R. 11 M. 274 at pp. 278, 279	40
Shahoo Banoo v. Agha Mahomed Jaffer Bindaneem, I.L.R. 34 C. 118 ; L.R. 34, I. A. 46	131
Sham Lal v. Ghasita, I.L.R. 23 A. 459	92
Shamsuddeen, 30 Cal. 107	418
Shan Maun Mull v. Madras Building Co. I.L.R. 15 M. at p. 275 ...	97
Shard (In re) I.L.R. 28 C. 574	425, 427
Shazada Mahomed v. Daniel Wedgeberry, 10 B.L R. App. 31, ...	56
Sheffield Corporation v. Barclay (1895) A. C. 392	239
Sheo Tahal Ojha v. Sheodan Rai, I.L.R. 28 A. 174...	422
Shib v. Ganga, I.L.R. 6 A. 551 ; (F.B.)	44
Shivaganga Case, 9 Moo. I.A. at p. 589	8
Do. at p. 543	89
Do. I.L.R. 3 M. at p. 305	83
Do. 2 M.I.A. 441	87
Shrinivasa v. Hanmant, I.L.R. 24 B. 260	100
Shyamanand Das v. Ramakanta Das, I.L.R. 32 C 6	81
Sidlingappa v. Sidava, I. L. R. 2 B. 624 (F. B.)	424
Simpson v. Hartopp Willes, 512 S. C. 1 Sm. L. C. P. 437 (11th Edition) ...	18
Sirdar Gurudyal v. Rajah of Faridkote (1894) A.C. 670	116

M. L. J.

S—(*continued*). PAGE

Sitab Rai v. Dubal Negesia, 6 C.L.J. 218 184
Sitaram v. Nimba, I.L.R. 12 B. 320 14
Sivagiri Case, I.L.R. 3 M. 370 ; I.L.R. 6 M. 1 (P. C.) 56
Sivasubramanya v. Krishnammal, I.L.R. 18 M. at 291 6
Skinner v. Orde, I.L.R. 2 A. 241 (P. C.) 95
Smith v. Plomer, 15 East 607 388
Smurthwaite v. Hannay, L R. (1894) A.C. 494 386
Somerset (*In re*), (1894) 1 Ch. 231 41
Soosung Case, I.L.R. 1 C. 186 81
South Wales Miners' Federation v. Glamorgan Coal Co., (1905) A.C. 239 ... 105
Spilsbury, (1841) 2 Q.B. 615 299
Srinivasa Aiyangar v. Rangasami Aiyangar, 17 M.L.J. 322 S.C ; 30 M. 450 ... 125
Sriramulu Naidu v. Andalamal, I.L.R. 30 M. 145 ; 17 M.L.J. 14 ... 130
Sriramulu v. Kristamma, I.L.R. 26 M. 143 126
Starkey v. Bank of England, (1903) A. C. 114 239
State exrel Burpee v Burton, 45 Wis. 150 ; 30 Am. Rep. 106 357
State v. McNab, 20 N.H. 160 414
Stowell v. Lord Zouch, Plowd, 364 386
Subbammal v. Avudaiammal, I.L.R. 30 M. 3 130
Subba Pillai v. Ramasamy Aiyar, I.L.R. 27 M. 512 15
Subba Reddi v. Doraisami Bathen, I.L.R. 30 M. 369 S.C. ; 17 M.L.J. 269 ... 131
Subrahmania Aiyar v. King Emperor, I.L.R. 25 M. 61 at pp. 97-8 ... 184, 92
Subrahmanian Chetty v. Alagappa Chetty, I.L.R. 30 M. 288 137
Subramani Ayyar v. Pooran, 27 M. 28 257
Subramanya Pandya v. Sivasubramanya, I.L.R. 17 M. 316 ... ... 89, 90
Suffield v. Brown, 4 De. G. J. and S. 185 S. C. ; 33 L. J. Ch. 249. ...166, 172
Sumer Chand v. Ardeshir, A.W N. 67 ; 4 A.L.J. 245 133
Sundarabai v. Shiv Narayan, 9 Bom. L. R. 1366 127
Sundari Ammal v Subrahmanya Aiyar, 26 M. 505 127
Sundari Dossee v. Nemye Charn Daw, I.L.R. 29 A. 4 129
Suprosonno Ghosaul, 6 W. R. Cr. 88 412
Surajmani v. Rabi Nath Ojha, 18 M.L.J. 7 ; I.L.R. 30 A. 84 (P. C.). 128, 306
Surdeo Singh v. Chandrika Singh, 5 C.L J. 511 135
Surendro, 13 W.R. Cr. 27 414
Surjiram Marwari v. Barhamdeo Pershad, 1 C.L J. 337 ; 2 C.L.J. 202. 422, 423
Suryanarayana v. Venkataramana, I.L.R. 29 M. 382 S.C. ; 33 I.A. 145 ... 125
Susya Pillai v. Aiyakannu, I L.R. 29 M. 529 51
Symes v. Hughes, L.R. 9 Eq. 475 227

T

Tapling v. Jones, 11 H.L.C. 290 102
Tara v. Krishna, I.L.R. 31 B. 495 129
Tarachand v. Imdad Hussain, I.L.R. 18 A. 325 261
Tara Chand v. Reeb Ram, 3 M H.C.R. 50 at 55 129
Tarakant v. Puddamoney, 10 M.I.A. 476 at p. 488 180
Tajvomuddy, 10 W.R. Cr. 4 419
Tata v. Kashinath, I.L.R. 25 B. 329 307

M. L. J.

T—(continued).

	PAGE
Taylor v. Bowers, 1 Q.B.D. 291	227
———v. Corporation of St. Helen's, 6 Ch. D. 264 at p. 270	178
Thakur Durryao Singh v. Thakur Dari Singh, 13 B.L.R. 165 (P. C.) ...	6
Thaleri v. Thandora, 10 M.L.J. Rep. 110	261
The Capital and Counties Bank v. Gordan, (1903) A. C. 240	77
The Orchis, (1907) 2 K. B. 660	112
Theyyavelan v. Kochan, I.L.R. 21 M. 7	99
Thomas v. Owen, 20 Q.B.D. 225	175, 176
Thynne v. St. Maur, 34 Ch. D. 465	93
Tidd.(In re), (1893) 3 Ch. 154	96
Tipperah Case, 12 M.I.A. 523	89
Tiptton's Case, 13 Q. B. 215	68
Totapalli Case, 6 M.H.C.R. 93	89
Tribhuvan Singh v. Raja Rameshar Bhaksh, I.L.R. 28 A. 727	100
Truman's Case, L.R. 3 Ch. 272	228
Turnball & Co v. Duval, (1902) A.C. 429, 434	109
Turner v. The Bank of Bombay, I.L.R. 25 B. 52	382
Twyne's Case, 1 Sm. L.C. 1	51

U

Udyarpolliem Case, I.L.R. 24 M. 562 ; I.L.R. 28 M. 508	90
Umesh Chunder Sircar v. Zahoor Fatima, I.L.R. 18 C. 164 ...	387, 388

V

Vahasull Sahib v. Nagiah, 17 M. L. J. 562, S. C. ; 30 M. 519	131
Valambal Ammal v. Vythilinga Mudaliar, I. L. R. 25 M. at p. 383 ...	95
Valentini v. Canali, L R. 24 Q.B.D. 166	383
Vasudeva v. Srinivasa, I. L. R. 30 M. 426 P.C.	37, 44, 45
Vedanayaga Mudaliar v. Vedammal, I. L. R. 27 M. 591	308
Vinayakrao v. Vidya Shankar, 9 Bom. L. R. 404	129
Venkamma v. Subrahmania, I. L. R. 30 M. 50 ; 34 I. A. 22	126
Venkataramanaya v. Venkatramana Doss, I.L.R. 29 M. 200 ...	...126, 307
Venkatramayya v. Krishnayya, I.L.R. 20 M. 319	95
Venkayyamma Garu v. Venkataramanayamma, I. L. R. 25 M. 687 ...	128
Vidyapurna v. Vidya Nidhi, I. L. R. 27 M. at p. 459 ...	...3, 80, 89
———p. 462	42
Villar v. Gilbey, (1907) A. C. 139	16
Virada Pratapa v. Brojokishore, I. L. R. 1 M. 69	90
Visalakshmi Ammal v. Sivaraman, 14 M. L. J. 310 : S. C. 27 M. 577 ...	126
Vythinatha Ayyar v. Yeggia Narayana, I. L. R. 27 M. 382 ...	... 56, 128

W

Watts v. Kelson, L. R. 6 Ch. Ap. 166	168
———at pp. 170, 171	175
Wakelin v. London and S. W. Ry. Co., 12 A. C. 41...	433
Walian v. Banke Behari, I. L. R. 30 C. 1021 (P.C.)	92
Walsh v. Reg., (1894) A. C. 144	384

W—(*continued*).

	M. L. J. PAGE
Warwick *v.* Bruce, 14 B. R. 634	381
Webb *v.* Macpherson, I. L. R. 31 C. 57 ; 30 I. A. 238	48, 421
Welton *v.* Safferry, (1897) A. C. 299	274
Wheeldon *v.* Burrows, 12 Ch. D. pp. 50—60 p. 31	166, 174
White *v.* Bass, 7 H. & N. 722, S. C. 31 L. J. Ex. 283	166
White *v.* Neaylon, 11 A. C. 171	52
Wideman Exparte, 12 Jur. 719	299
Williams *v.* Moor, 11 M. & W. 256	379
Wrixon *v* Vize, 2 Dr. & War. 192	388
Wutzler *v.* Sharpe, I. L. R. 15 A. 270	169
Wyndham, 1 Stra 2	409

The Madras Law Journal.

VOL. XVIII.] JANUARY, 1908. [PART II.

UNIVERSITY LIBRARY LAW COLLEGE.

IMPARTIBLE ESTATES AS FAMILY PROPERTY.

It is not uncommon to find it declared by high authority that law is not always logical, but few will be prepared to accept the statement as a sufficient explanation for all anomalies in the law without endeavouring to see whether it is not possible to explain or rectify them. Even where setting right is out of the question, it is not without use to know exactly how an anomaly has come about. True it is that 'the life of the law has not been logic,' but every civilised system of law must be marked by a fair degree of consistency, and anomalies in the law are sometimes due not to the absence of logic but to the misapplication of logical reasoning. "A very common phenomenon, and one very familiar to the student of history, is this. The customs, beliefs or needs of a primitive time establish a rule or a formula. In the course of centuries, the custom, belief or necessity disappears, but the rule remains. The reason which gave rise to the rule has been forgotten, and ingenious minds set themselves to inquire how it is to be accounted for. Some ground of policy is thought of which seems to explain it and to reconcile it with the present state of things; and then the rule adapts itself to the new reasons which have been found for it and enters on a new career. The old form receives a new context and in time even the form modifies itself to fit the meaning which it has received" (Holmes—'The Common Law.') The history of the law in India, especially in this Presidency, relating to impartible estates affords an interesting illustration of the above process, and the present anomalous state of the law on the subject is, in no small measure, due to the attempt of the Anglo-Indian Courts to find a logical basis in the ordinary law for usages and incidents that sprang up independently of the law and were explained or justified by considerations transcending the ordinary law.

The history of the origin and growth of impartible estates in this country is now sufficiently familiar, but the true nature of the zemindar's interest in the estate must still be regarded as unsettled. The Court of Final Appeal—especially in recent times—has not chosen to speak on the point in clear and consistent language dealing comprehensively with all the phases of the question. The decision of the Judicial Committee in *Sartaj Kuari's case*[1] re-affirmed and extended in the *Pittapur case*[2] forcibly discusses some of the incidents of this species of property, but it can scarcely be concealed that the discussion, if carried to its logical conclusions, would practically overrule numerous earlier decisions of the same Board. Their Lordships, however, stop short, and these cases are, for the moment, conveniently set aside with the remark[3] that in all of them the question was as to the succession to the property on the death of the Rajah or Zemindar and that the observations in some of them must be understood with reference to the question which was then before their Lordships. A similar remark was made in the *Pittapur case*[2] with reference to the decision in *Jogendro Bhupati* v. *Nityananda Man Singh*[4] and their Lordships refrained from any attempt to explain the anomaly thus introduced—the amphibious nature of the property, being regarded as the "joint property of the family" for the purposes of succession, but, as the absolute property of the holder for the time being, for all other purposes. Some recent decisions in this country illustrate the result. Two cases have held that the rule of succession by survivorship is still a reality—*Kali Krishna Sarkar* v. *Raghunatha Deb*[5] ; *Nachiappa Chettiar* v. *Chinnayasami Naicker*.[6] Two other cases practically treat it as an anomaly, a mere fiction resorted to for the purpose of selecting the person to succeed—*Ram Doss Marwari* v. *Tekait Braja Behari Singh*[7] ; *Rajah of Kalahasti* v. *Achigadu*.[8]

It must be left to their Lordships of the Privy Council, should the question ever arise before them, to decide which of the above views is correct. In the meanwhile, having regard to this conflict of authorities, it may be permissible to consider which of them is more in consonance with the history of impartible estates and with the spirit of the long course of judicial decisions relating to them.

1. (1888) I.L.R. 10 A. 272.
2. (1899) I.L.R. 22 M. 383.
3. (1888) I.L.R. 10 A at 284.
4. (1890) I.L.R. 18 C. 151.
5. (1903) I.L.R. 31 C. 224.
6. (1906) I.L.R. 29 M. 453.
7. (1902) 6 C. W. N. 879.
8. (1907) 17 M. L. J. 367.

It is stated by Mr. Mayne that after the decisions in *Sartaj Kuari's case*[1] and in the *Pittapur case*,[2] the rule of survivorship is a 'survival from a theoretical co-parcenary' (Hindu Law, 7*th*. Edn., p. 556). And in the recent case of *Rajah of Kalahasti* v. *Achigadu*[2], the learned judges say: 'It is a survival, a superstructure of which the foundation has perished in the course of ages.' If by statements like these, it was intended to imply that before the era of judicial legislation by the Anglo-Indian Courts, there always subsisted in fact a co-parcenary in respect of these estates, we must, with all deference, say that they are historically incorrect.

The Zemindars have mostly grown 'out of the ancient Rajahs, native leaders and robber chiefs and out of the various revenue officers both ancient and modern' (Phillips: The Land Tenures of Lower Bengal, Tag. L. L. for 1874-75, p. 96). Judicial decisions sometimes laid down that the 'the family in which a title to a kingdom exists in one member follows the general law, but it follows it in part only, for the succession to a kingdom is an exception to it from the very nature of the thing.'—*Neelkisto Deb* v. *Beerchunder Thakoor*.[3] In an earlier case it was indeed stated by their Lordships that 'with respect to a Raj as a principality the general rule is otherwise (than under the ordinary Hindu law), and must be so.'—*Baboo Ganesh Dutt Singh* v. *Maharajah Moheshur Singh*[4]—but in all the cases that came up before the Courts, every peculiar incident of impartible property has been based not on the nature of the thing, but on particular customs specially required to be proved. The result has been that in the absence of or beyond the scope of such special custom, impartible estates—whatever their ancestry—have been assimilated to ordinary property and subjected to the general law, even in the matter of succession. Thus in the *Shivaganga case*[5] their Lordships, while noting that the Zemindari was admitted to be in the nature of a principality, proceed on the basis that 'the rule of succession to it is * * * that of the general Hindu law * * * * with such qualifications only as flow from the impartible character of the subject.[3] And likewise with reference to questions of alienation (*Sartaj Kuari's case*[1] and *Vidyapurna* v. *Vidya Nidhi*.[6])

1. (1888) I. L. R. 10 A. 272.
2. (1907) 17 M. L. J. 367.
3. (1869) 12 Moo. I. A. at p. 540.
4. (1855) 6 Moo. I. A. at p. 187.
5. (1863) 9 Moo. I. A. at p. 589.
6. (1904) I.L.R. 27 Mad. at p. 459.

Herein, it appears to us, lies the true explanation of all the anomalies that have since arisen in the law on the subject. In their true nature, the possessions out of which modern impartible estates have grown were not 'property' in law, and much less property governed by the ordinary law. So far as they were in the nature of a Raj, Principality or Chieftaincy, alienation and division were out of the question (see Colebrooke's Digest Vol. I pp. 414-9), and such rules as were recognised as controlling the succession 'are hardly to be classed with those of the ordinary municipal law. * * * The *analogy only of the ordinary law* is usually followed.' (West and Buhler pp. 736-37.) The italics are ours. Their incidents belonged to the realm of *public* law. And in the case of the military fiefs and even of the estates held by the holders of revenue offices, so long as their public duties were a reality, the principles laid down by the Judicial Committee with reference to Jaghires held of the British Government would have applied. "Although hereditary, (they) are not governed by the ordinary rules of inheritance under the Hindu or Mahomedan law and are subject to the condition of the Government's approval of the heir. The same principle which precludes a division of a tenure upon death must also apply to a division by alienation. Their Lordships are of opinion that the tenure is not transferable or saleable in execution of a decree * * * * It is quite clear that if the Jaghire were transferable without the consent of Government either by descent to an heir or by voluntary sale or sale in execution or otherwise, there would be no security that the transferee would be a proper person to discharge the duties in respect of which the lands are held at the reduced rent'—*Rajah Nilmani Singh* v. *Bakra Nath Singh*[1]. The indivisibility, inalienability and peculiar descent of these estates did not, therefore, originally rest on customs in derogation of the ordinary law which would otherwise govern but were inherent in their very nature. Their hereditary character—such as it was—had a further peculiarity. They were not like estates of inheritance in ordinary property held by a person for himself and his heirs; but they were only hereditary in the sense that on the death or dismissal of a holder, the successor was selected (where a power of selection by a suzerain subsisted in substance or in form) or came from the same *family*. The family slowly came to have

1. (1882) I. L. R. 9 C. p. 206-7.

an interest in the estate and in the office, distinct from that of the holder for the time being—such an interest as entitled its members to maintenance out of the estate and possible rights of succession to the office—but this represents the stage that had been reached in the evolution of hereditary rights and is far from being a modification of co-parcenary rights, for a co-parcenary there never was. Even the holder for the time being was in no sense an owner.

Such was the course of most of the great Zemindaris. Indeed this was only what was to be expected; in fact it was a necessary stage in politico-social evolution during an epoch that corresponded, in a great measure, to the era of feudalism in Europe. "Regarding the feudal tenant as an officer settled on land rather than as an owner of the land, we see the fitness of the feudal institutions * * *. Both as to the rights and duties of the tenant and as to the transmission (of the estate) by descent or otherwise, the efficient performance of the services is the first condition. Freedom of alienation is always regarded as one of the incidents of full ownership; but there was no place for it in the doctrine of feudal tenancy. * * * Even inheritance by descent can scarcely be called an unqualified right in the feudal system. * * *. A feudal tenancy is not merely a possession but an office of trust and confidence. * * * The hereditary character of feudal estates had been established on the continent * * * but still under conditions bearing witness to the difference between the tenures of such estates and complete ownership. Both on the continent and in England, the inheritance of military tenures was governed by a peculiar and appropriate rule of its own, the rule now familiar by the name of primogeniture. * * * The same reasons which made against free alienation of that which was not so much property as a post of defence and an office of command were yet stronger against dividing it." (Pollock, Land Laws, pp. 55,56,57).

In the *Ammayanayakkanur case*[1] it was argued on behalf of the plaintiff that 'each palayagar succeeded simply to the management of the estate, that he had no proprietary interest therein, and that he was in the position of an office-bearer with the net income of the Zemindari attached to that office as emolument during his incumbency.' The Court was unable to accept this

1. (1894) I. L. R. 18 M. 287.

theory, but we venture to think that this put the case aright in respect of those cases where the Zemindari arose out of an office or dignity. In the words of Sir John Shore, it is only service which in the course of time has been converted by usage into property and inheritance; but the conceptions of an earlier period were not hampered by the modern notion that every interest must be regarded as a species of 'property' vesting in some person as the owner.

The position may be somewhat different in cases where the family had the estate without any office or prior to the imposition of publice duties on the family. It is not meant to suggest that there can be or is no instance of non-division or impartibility, apart from royalties, offices or military tenures; but that will be impartibility of a very different kind from what is now understood with reference to the principal Zemindaris. Primogeniture in India is almost necessarily connected with 'public office or political power.' A Tarwad is in a sense an impartible estate, but it is not the same thing as a 'Stanom,' and no one thinks of assimilating Tarwads to the category of 'impartible property.' Where the family already owned the property, the rights of the family have never been superseded by the special rights of one of its members, though from imitation of the ancient Zemindaris or from any other cause—unconnected with public functions—the family may have long remained undivided (see for instance *Thakur Durryao Singh* v. *Thakur Dari Singh.*[1])

What seemed like primogeniture in such cases cannot be regarded as having involved any diminution of the rights of the rest of the family, and the privileges of the head cannot be truly estimated by analogy to those of the Zemindar in an impartible estate. Comparing a managing co-parcener with a polygar, it was pointed out that 'the managing co-parcener has no separate property in the income of the family estate whereas the polygar takes the income of the palayapet as beneficial owner for the time being' —*Sivasubramanya* v. *Krishnammall.*[2] This exclusive interest of the Zemindar forms the whole basis of the present law as to impartible property. No theory of regard for the eldest member or for the eldest line or of remuneration for the trouble of management can explain this circumstance of the superior beneficial right of

1. (1873) 13 B. L. R. 165 (P. C.) 2. (1894) I. L. R. 18 M. at 291.

one of the members, but it is intelligible on the basis that when special public functions had to be discharged by one member, he was regarded as having a special control over the income from the properties that had been given as an emolument for the performance of such duties or had been burdened with such duties. Even then, 'separate possession, but not separate ownership is the characteristic of such property.' It is the official connection that has brought about the change, not a family custom by itself. Impartible property, it is said, is capable of being enjoyed only by one at a time, but there is nothing in the nature of the property or in the family custom as such that precludes the possibility of joint enjoyment. An office, however, can generally be held only by one at a time, and so also, the property with which it is in any way connected. A family which holds some impartible property, freely divides other properties. In respect of the impartible property also, the extinction of the office must let in the full rights of the family whose general ownership of the properties had never really been forgotten. The following observations of Sir Henry Maine are very apposite in this connection —"If during the confusions of the first feudal period the eldest son held the land for the behoof of the whole family, why was it that when feudal Europe had consolidated itself * * * the whole family did not resume the capacity for equal inheritance? * * * The ideas and social forms which contributed to the formation of the system were unquestionably archaic, but as soon as courts and lawyers were called in to interpret and define it, the principles of interpretation which they applied to it were those of the latest Roman Jurisprudence. * * * In a patriarchally governed society, the eldest son may succeed to the government of the agnatic group and to the absolute disposal of its property But he is not therefore a true proprietor. He has correlative duties not involved in the conception of proprietorship. The later Roman Jurisprudence, however, like our own law, looked upon uncontrolled power over property as equivalent to ownership." ('Ancient Law :' Ch. VII.) The contact of the refined and the more primitive notions had the effect of converting the eldest member into legal proprietor of the inheritance. Again, with reference to the Highlands of Scotland, the same learned writer remarks : "When called in to determine the legal power of the Chieftain over the domains which gave sustenance to the clan, Scottish

Jurisprudence had long since passed the point at which it could take notice of the vague limitations on completeness of dominion imposed by the claims of clansmen, and it was inevitable, therefore, that it should convert the patrimony of many into the estate of one." The courts in India have fortunately not altogether denied the rights of the junior members and sunk them into "the priest, the soldier of fortune or the hanger on of the mansion."

The permanent settlement was preceded by an investigation into the nature of the Zemindar's rights in Bengal. Some interesting bits of evidence and extracts from the conflicting opinions of several officers and writers are set out in Harrington's Analysis (Vol. III) and in some of the Appendices to the Fifth Report. The antecedent political history of this side of India was very different from that of Bengal; the ideas that had prevailed here for a long time as to property in land were not the same as those which the Muhammadan government had early introduced into Bengal, and the position of the Zemindar here must, therefore, have been essentially different from that in Bengal. Society in this part of the country had not been much influenced by the individualistic forces that led in Bengal to the supersession of the Mitakshara by the doctrines of Jimutavahana—and the relations between the Zemindar and the other members of his family might well have been different in the two places. In spite of the view taken by the Judicial Committee in the *Pittapore case*[1], there is no denying the fact that the long established consciousness of Zemindari families in this Presidency has been that the Zemindari belongs to the family and cannot generally be alienated away by the Zemindar. These are important factors in determining the true legal character of impartible property in this Presidency, but the tendency to interpret every institution by what are supposed to be fundamental principles of law, has led to the ignoring of such local distinctions. S. V.

(*To be continued.*)

NOTES OF INDIAN CASES.

Purna Chandra Chatterjee *v.* Dinabandhu Mukerjee.—I. L. R. 34 C. 811.—Apart from the diversity of opinion among the decisions of the Calcutta High Court itself, it was suggested by the referring Bench that there was some difficulty

1. (1899) I. L. R. M 383.

in reconciling the decisions or observations of the Judicial Committee in *Baijnath Sahai* v. *Ramgut Singh*,[1] *Mallikarjun* v. *Narhari*,[2] and *Bijoy Gopal Mukerjee* v. *Krishna Mahishi Debi*.[3] But the Full Bench does not deal with these cases at all. On the question of limitation the learned Judges say that Art. 12 will apply if the sale be regarded as merely irregular or illegal, but that Art. 142 will apply if the sale be regarded as held without jurisdiction. The principal question dealt with by the Full Bench is as to the effect of a sale under the Public Demands Recovery Act (Bengal) on a certificate made under S. 7 of the Act when the notice under S. 10 has not been served on the debtor. But even this is not definitely decided. The Court in effect acted on the maxim '*stare decisis* though suggesting a somewhat different basis for the view generally adopted.

Gopi Chand Bothra *v.* **Kasim-un-nissa Khatun.**—I. L. R. 34 C. 836.—This case lays down the law correctly with reference to the combined effect of Ss. 284 and 285 of the C. P. C. Ample scope can be given to S. 285 without holding that it takes away the jurisdiction conferred by the preceding section. In the corresponding section of the new Civil Procedure Bill, it is proposed expressly to enact that nothing therein shall invalidate any proceeding taken by a Court in execution of one of the decrees.

Jadu Lal Sahu *v.* **Lowis.**—I. L. R. 34 C. 848.—This case lays down a very wholesome rule. It is sometimes said that a sanction is only a preliminary proceeding and leaves the person charged with forgery or perjury free to vindicate himself. This is no doubt *literally* true, but the person who has obtained sanction to prosecute another is in practice so able to dominate over the other that the latter cannot deal with him at arms' length. Sanction proceedings are, in fact, often taken by private persons not in their anxiety to vindicate public justice but to attain their own personal ends, and Courts should be jealous of allowing their instrumentality to be thus abused. It is extremely inexpedient that any sanction for prosecution should be granted in respect of what happened in the course of proceedings that are still pending, and especially so when it is sought to prosecute a party and not a witness. It was argued that the sanction was not likely to be

1. (1896) I.L.R. 23 C. 775, 786.
2. (1900) I.L.R. 25 B. 337.
3. (1907) I.L.R. 34 C. 329.

UNIVERSITY ... NOT TO BE REMOVED DEPARTMENT OF LAW

misused in the particular case because the other party was represented by the Court of Wards. The answer of the learned Judges deserves to be noted :—" It is in vain to say that the Court of Wards is an impartial and *quasi*-public body. It is to the Maharani's interest to prevent an appeal and so save further expenditure in this litigation, and she cannot claim any higher position than an ordinary suitor merely from the fact that her affairs are being managed by officials whose motives are above suspicion."

Jogendra Chandra Sen *v.* Wazid-un-nissa Khattun. —I.L.R. 34 C. 860.—This is one of the several recent cases in which the Calcutta High Court has laid down that the Civil Procedure Code is not exhaustive and that the Court has in various matters inherent powers independent of the statute. While fully concurring in this general principle, we doubt the correctness of the decision on the facts of this particular case. Two questions were raised, viz., (1) as to the power of the High Court to make an order as to costs when dismissing an application for leave to appeal to the King in Council, and (2) as to the mode of realising the costs awarded. As to the first, the learned judges say that ' there is an inherent power in the Court to make an order as to costs as it did in the present case.' With deference, we must say that this general proposition is by no means beyond doubt. (See *Guardians of West Ham Union* v. *Churchwarden, etc., of St. Matthews*[1], and the cases cited by SIR E. CLARKE *arguendo*.)

We are unable to see why the Court should not have held that the costs were properly awarded under S. 218 of the Code. No doubt it occurs in Part I of the Code relating to ' suit, ' but this circumstance, we think, cannot restrict the generality of the language of the section which authorises the Court to award costs ' when disposing of any application under this Code.'

As to the second question the learned Judges say that, ' by analogy to S. 583, the proper Court to execute the order is the lower Court.' We are unable to see that there is any analogy between the present case and the cases provided for in S. 583. The express provision made in Cl.(*i*) and in the concluding portion of S. 612 would seem to be in some measure antagonistic to the view taken by the learned Judges of the Calcutta High Court. Where

1. L. R. (1896) A. C. 477.

Acc. No. ... Date ... C. U.

the rules contemplated by S. 612 have not been framed, the proper course may, perhaps, be that the application for execution should be made to the High Court itself, treating the order as a decree made by it (see the last para. of S. 220) and the matter may thence be transferred to the lower Court under S 223, Cl.(*d*) or, as provided in the same section, the High Court may, of its own motion, send it for execution to the lower Court.

Dildar Ali Khan *v.* Bhawani Sahai Singh.—I.L.R. 34 C. 878.—The Civil Procedure Code, S. 220, leaves the question of costs to the discretion of the Court. But this discretion is to be exercised in accordance with well-understood principles, and, whenever any matter of principle is involved, an appeal will lie on a question of costs. Two well-known rules are, that costs should generally follow the event, and that all orders as to costs can be made only against the parties to the suit. Certain kinds of suits, such as those for administration, for partition, etc., have some features peculiar to themselves. The case under notice discusses the general principles on which costs are to be apportioned in partition suits. Up to the passing of the preliminary decree, the matter concerns only the parties to the suit, and therefore the costs up to that stage should ordinarily be borne by the parties themselves; one of the parties will be directed to pay the costs of the other only in cases of unnecessary or unjustifiable opposition. The costs incurred, after decree, in actually carrying out the partition must be borne by all, whether parties or not, *who benefit by the partition*, in the proportion of their respective interests. The cases do not, however, point out how a binding order as to costs is to be made against a person who is not a party, and how such costs are to be realised—Cf. *Khetter Pal* v. *Khelal Kristo.*[1]

L22267

Naba Kumari Debi *v.* Behari Lal Sen.—I. L. R. 34 C. 902 (P. C.).—The judgment of the Privy Council in this case, reversing the concurrent decisions of the Courts below, must be understood with reference to the facts of the particular case, to avoid bringing it into conflict with the principles laid down by the same Board in other cases; for instance *Mayandi Chetti's case.*[2] It is hardly likely that in the present case their Lordships would have come to the same conclusion if the origin of the tenancy had

1. (1894) I. L. R. 21 C. 904. 2. (1903) I. L. R. 27 M. 291.

been known. Now that the Estates Land Bill has been passed, the question is of little practical importance so far as this Presidency is concerned.

Balaram v. Mangta Dass.—I. L. R. 34 C. 941—It is a pity that the Special Bench had no opportunity to express its opinion on the question of Hindu Law referred to it. The effect of the new Limitation Bill, when passed, may be to revive the reference on the restoration of the suit. Coming now to the points actually decided by the Special Bench, we rather feel inclined to agree with *Woodroffe* J. that in the circumstances of the case the plea of limitation should not have been allowed to be raised. We do not quarrel with the conclusions of *Mookerjee* J. as to the combined effect of S. 4 of the Limitation Act and Ss. 542 and 584 of the Code, but there is much force in the remark of *Woodroffe* J. that he was not in a position to say that the matter was one which could not be affected by any question of fact.

Girraj Singh v. Mul Chand.—I. L. R. 29 A. 627.—It is not easy to see what exactly is the view taken by the learned Acting Chief Justice as to the mutual legal relationship of the parties in this case. *A* wants to borrow money from *B*, but *B* refuses to lend except on a bond executed by *C*. *C* accordingly, at *A*'s request, executes the bond himself, takes the money from *B*, and pays it over to *A*. Several bonds are given by *C* to *B* in renewal of this original one. The renewals are made at *A*'s request and as between *A* and *C*, the former undertakes to discharge the bonds when they fall due. At last *B* sues C for the sum due, and there is a compromise decree, the amount of which (we may leave alone minor complications of partial payment, deaths of parties, etc.) is paid. *C* now sues *A* to recover the amount paid to discharge the compromise decree. What is the relationship between the parties ? One view was presented in the plaint itself—and, right or wrong, that is intelligible—that the bonds were executed by *C* to *B* as *surety* for *A*. To this it was replied—and this was accepted by the Subordinate Judge—that as the payment by *C*, the surety, was made after *B*'s remedy against *A* (the principal debtor) had become barred by limitation, it was a gratuitous payment for which *A* cannot be held liable. The High Court took a different view—and this part of it is intelligible—that *C* was himself the principal debtor and that *A*

was no party to the loan transaction between *B* and *C*. What is the result? *C* will in turn be the creditor of *A* and must recover on the implied contract to repay the loan. What then is the relevancy of the suit between *B* and *C* and the payment therein? *Sir George Knox* A. C J. refers to Leake on Contracts and *Lewis* v. *Campbell*[1] to imply a debt due from *A* to *C* on account of *C*'s payment to *B* and he also refers for the same purpose to S. 70 of the Contract Act. This introduces an inconsistency. *C* pays *B* not for *A*, but because *C* himself was under an obligation to *B*; and it is not in any sense true to say that A had the *benefit* of *C*'s *payment* to *B*, for *ex hypothesi A* was under no liability to *B*. No doubt *A* had some benefit from the *original loan* by *B* to *C*, but this is not the point under S. 70.

The judgment of *Aikman* J. proceeds on the theory of a contract of indemnity. After stating that *C* was not discharged by the failure of *B* to sue *A*—implying thereby that the compromise in the former suit was not improper—the learned judge proceeds: " the evidence leaves no doubt whatever that the money was borrowed by Umrao Singh (*C*) from *Udai Ram* (*B*) for Mulchand's (*A*) benefit and at his request, and that the bonds were renewed from time to time at Mulchand's request. It is further proved, in my opinion, that Mulchand undertook to discharge the bonds when they fell due ; that is, he undertook to indemnify Udai Ram. The evidence discloses both an express and implied contract to hold Umrao Singh free from liability under the bonds." (See illustration to S. 124 of the Contract Act). The question of the propriety of the compromise in the former suit will then be relevant under S. 125 (3) of the Indian Contract Act.

Angora Kunwar *v.* Babu.—I. L. R. 29 A. 638.—We are glad that in this case the learned judge refused to apply in this countiy the ruling of the Court of Appeal in England in *In re Coles and Ravenshaw.*[2] In the English case two of the Lords Justices regretted that the authorities did not leave them free to decide according to their own judgment. *Cozens-Hardy.* L.J. began his judgment with the following observations :—" I regret that I feel obliged to arrive at the same conclusion. If the matter had been free from authority, I should have preferred, in a case where there had been an honest mistake by the legal adviser of a party,

1. (1849) 8 C.B. 545.

2. (1907) 1 K. B. 1.

and nothing has taken place since the order appealed against which would make it unjust for the Court to interfere or for which costs would not be an adequate compensation, to hold that the Court would be justified in giving special leave to appeal." The language of S. 5 of our Limitation Act is somewhat wider than that of the Rule which had to be applied by the Court of Appeal, and it would hardly be reasonable to hold that a case falling within S. 14 would not fall within the discretion given to the Court under S. 5. See per *Sir Arnold White, C. J.* in *Kichilappa Naicker* v. *Ramanujam Pillai*[1]; *Sitaram* v. *Nimba*[2]. Cf. also *Hira Lal* v. *Badridas.*[3] The discretion must be exercised with reference to the circumstances of the country and the general habits of its litigants. The following remarks of *Collins* M. R. in the same case may also well be borne in mind :—" Although I agree that a Court cannot conduct its business without a Code of procedure, I think that the relation of rules of practice to the work of justice is intended to be that of handmaid rather than mistress, and the Court ought not to be so far bound and tied by rules which are, after all, only intended as general rules of procedure as to be compelled to do what will cause injustice in the particular case." " If the person who is asking for leave to appeal after twenty one days is only asking for what is just, why should not he have it? " (per *Bowen* L. J. in *In re Manchester Economic Building Society.*[4])

Channu Lal *v.* Asharfi Lal.—I. L. R. 29 A. 649.—In this case the learned judge observed that if the matter were *res integra* he would " possibly be inclined to hold that the agreement is not a valid one, not having been made in writing and signed and filed as provided for by S. 28 of the Legal Practitioners Act." The agreement was that the pleader's fees in cases conducted by him for a client were to be set off against a loan that had been given by the client. This, the learned judge considered, was an agreement " relating to the manner in which payment for future services was to be made." The authority in deference to which he upheld the agreement was *Raziuddin* v. *Karim Baksh*[5] according to which Ss. 28 to 30 of the Legal Practitioners Act were meant to strike only at those agreements " which relate to the payment of

1. (1901) I. L. R. 25 M. at p. 178.
2. (1887) I. L. R. 12 B. 320.
3. (1880) I. L. R. 2 A. 792 (P. C.)
4. (1883) 24 Ch. D. 488.
5. (1890) I. L. R. 12 A. 169.

remuneration in excess of and apart from the amount allowed in the taxation." But a different view has been taken as to the effect of these sections in *Subba Pillai* v. *Ramasami Aiyar*.[1] According to the ruling in this latter case the agreement will be altogether invalid, and a Court bound by that ruling would probably have to decide that in the circumstances of the case under notice the pleader was not entitled to the set off claimed. Of course, the case cannot be brought under S. 111, C. P. C., because the pleader's claim is not for an *ascertained* sum but can only be for reasonable remuneration for the services rendered by him.—*Rama* v. *Kunji*[2] and *Krishnasami* v. *Kesava*.[3]

Ramachandra Das *v.* Joti Prasad—I. L. R. 29 A. 675.—The action of the lower appellate Court in this case rightly astonished the learned judges. "Undue haste and disregard of the law"—especially in matters of procedure—are still not uncommon in the mofussil, and the prevalent demand for rapid disposal is not altogether wholesome in its effects. The provisions of the Code as to minors are not worked in their true spirit. The persons at whose hands a minor litigant is likely to have the best protection are not ready to undertake the thankless task; and Courts are almost, of necessity, tempted to regard the appointment of a guardian as a mere inconvenient formality. It is not possible for a minor, when he comes of age, to get a decree set aside merely on the ground that his defence was not conducted in the *best manner* possible, and this makes the responsibility of the Court all the more heavy. The observations of the learned judges in this case and of *Bhashyam Aiyangar* J. in *Doraswami Pillai* v. *Thungasami Pillai*[4] are well worth attention.

SUMMARY OF ENGLISH CASES.

Howatson *v.* Webb. [1908] 1 Ch. 1. [C. A.]

Deed—Misrepresentation as to contents and not as to nature of transaction—Executant neither illiterate nor blind—Plea of 'non est factum', i. e., that the deed is void—Maintainability.

The Court of Appeal affirmed the decision[5] of *Warrington* J. (1907) 1 Ch. 537.

---

1. (1908) I. L. R. 27 M. 512.
2. (1886) I. L. R. 9 M. 375.
3. (1890) I. L. R. 14 M. 63.
4. (1903) I. L. R. 27 M. 377.
5. See 17 M. L. J. 263.

[*Dictum* of *Swinfen Eady* J. in *Bagot* v. *Chapman*[1] doubted.]

Quære.—Whether the authorities relating to the plea *non est factum* apply in favour of persons other than the illiterate or the blind.

In re Salaman.—De Pass *v.* Sonnenthal.

[1908] 1 Ch. 4 (C. A.)

Will—Construction—Bequest in favour of children "born"—Applicability in favour of children "en ventre sa mere."

Reversing the decision[2] of *Kekewich* J. in (1907) 2 Ch 46, the Court of Appeal *held* that where a testator bequeathed a portion of his property in favour of his grand-nephews "born before the date of this my (his) will," a grand-nephew who was only *en ventre sa mere* at that time was entitled to the bequest.

[Observations of the House of Lords in *Villar* v. *Gilbey*[3] to the effect that "a child *en ventre sa mere* is to be treated as a child born where such a construction of the will is necessary for the benefit of the child" followed.]

Jenkins *v.* Price. [1908] 1 Ch. 10 (C. A.)

Landlord and tenant—Tenant's covenant for personal residence—Assignment of lease to a Limited Company—Validity of.

Where a tenant "covenants that she will not assign (the lease) without the consent of the lessor unless such consent should be unreasonably withheld, and also that she will reside on the premises and personally conduct (the) business" she cannot assign the lease to a Limited Company, it being "obvious that a Limited Company cannot perform that covenant" (*viz*, that regarding personal residence).

[Decision of *Swinfen Eady* J.[4] reversed.]

Without expressing any opinion on the other points the Court of Appeal decided the appeal on the question of the tenant's covenant for personal residence, and as the point was newly taken only in the Court of Appeal, they ordered each party to bear his own costs throughout.

---

1. (1907) 2 Ch. 222 at pp. 227 and 228.
2. 17 M. L. J. 370.
3. (1907) A. C. 139.
4. (1907) 2 Ch. 229.

Corsellis v. London County Council.

[1908] 1 Ch. 13 (C. A.)

Street—Dedication of a part—Validity.

The judgment of *Neville* J. in (1907) 1 Ch. 704[1], was affirmed by the Court of Appeal on the ground that the evidence showed that plaintiffs were purchasers for value without notice of dedication of the street and were therefore entitled to succeed.

***In re* Bayley Worthington and Cohen's Contract.**

[1908] 1 Ch. 26 (C. A.)

Settlement—Protectors of—Death of some protectors appointed by the settlor—Power to appoint, given by settlor—Power not exercised—Validity of survivor's acts—Fines and Recoveries Act, 1833 (3 & 4 *Will.* 4, *C.* 74, *Ss.* 22 *and* 32.)

" Where two persons were appointed protectors with no provision for appointing successors and with no reference to survivorship a survivor possessed under the Act of 1833 (3 & 4 Will. 4, C. 74, Ss. 22 and 32) all the powers of a protector." Even where the settlor clearly expressed his wish " to the intent that the full number of three must be made good " by the exercise of the power given by him to the survivor of filling up vacancies on death or relinquishment of some of the protectors and the survivor did not so fill up the vacancies.—*Held* that the exercise of the power was only directory and that the acts of the survivor alone were legal and valid.

***In re* Hazeldine's Trusts.** [1908] 2 Ch. 34 (C. A.)

Mortgage—Mortgagee's action barred by limitation—Payment by trustees of mortgagors, into Court, of money realised by sale of mortgaged property—Right of mortgagee to be paid thereout.

Where a mortgagee's suit to enforce a mortgage is dismissed on the ground of limitation, rightly or wrongly, and no appeal is preferred, the mortgage is then extinguished for all purposes, and the mortgagee has thereafter no kind of equity in his favour to be treated as mortgagee in any proceedings. Decision of *Warrington* J. in (1907) 1 Ch. 686[2] reversed by the Court of Appeal on the ground that the dismissal of mortgagee's suit was not noticed by the Judge.

1 17. M. L J. 272. 2. 17. M. L. J. 270.

[*In re Lloyd*[1] explained and distinguished.]

Per *Farwell* L. J.—" Trustees holding property on trust for a class of individuals are not like executors in whom the testator's estate is vested for the purpose, and with the paramount duty, of paying his debts. The trustees have nothing to do with the debts of their *cesti que trust*, not being charges on his interest in the trust estate, and cannot set up against their *cestique trust* any *jus tertii*, and least of all when such *Jus* requires the waiver (on the beneficiary's part) of the Statute of Limitations. And if the trustees cannot do it, neither can the Court. The Courts in the administration of the usual trusts for the beneficiaries have neither duty nor power to compel such beneficiaries to pay their unsecured debts, even if not statute-barred, and still less to order such beneficiaries not to plead the statute ; nor have any of their unsecured creditors any *'locus standi' which would justify their appearance in such suits.*"

Challoner v. Robinson. [1908] 1 Ch. 49 (C. A.)

Distress—Rents due from lessee—Goods of under-lessee—Liability to distress.

" By the common law a landlord is entitled to distrain upon goods upon the demised premises without reference to the ownership of the goods. This is the general rule; but it is subject to certain exceptions which are as well established as the rule itself. Any man claiming the benefit of one of these exceptions must satisfy the Court that his case falls within the exception. . . . Now in the leading case of *Simpson* v. *Hartopp*[2]—*Willes*, CJ. laid down the exceptions with great accuracy and the words used by him must be taken to define and limit the exceptions precisely. The only one material for this appeal is the second, namely, ' things delivered to a person exercising a public trade, to be carried or wrought, worked up, or managed in the way of his trade or employ.' " So held by *Lord Herschell* in *Clarke* v. *Millwall Dock Co.*[3] So " goods sent to a factor or to an auctioneer are thus held protected. "

Where to a Club established for the exhibition and sale of pictures, but owned by one person only (here, the sub-lessee) and

1. (1903) 1 Ch. 335. 2. (1744) Willes 512. S. C. 1. Sm. L. C. p. 437 (11th Edn.)
3. (1886) 17. Q. B. D. 494.

conducting its business through a Committee, called the Picture Committee, pictures were sent by owners for exhibition and sale: *Held* whether the pictures were sent to the sub-lessee or to the Picture Committee, neither of them could be said to "manage," which is almost equivalent to "dispose of" or "to carry on any trade or business within the meaning of the exception," and that the pictures were distrainable for the rent due by the land-lessee.

JOTTINGS AND CUTTINGS.

The Court Fees Act and the recent Privy Council Case.—We invite the attention of our readers to the decision of the Judicial Committee in *Bibi Phul Kunwar* v. *Ghanshyam Misra*[1] in which it was held that the plaint in a suit under S. 283, C. P. C., is chargeable with a Court fee of only Rs. 10. under Art. 17 of Schedule II of the Court Fees Act.

This decision of the Judicial Committee well illustrates the bad drafting of an Act which is of such vital importance to suitors as well as Government, and the hardship which an Indian suitor labours under in getting redress. No other country in the world can afford an illustration of a dispute as to the price to be paid by a suitor for getting redress on the merits. Cases are very frequent in this country where a poor man has been denied justice by an unjust and wrongful construction placed by the Courts of this country upon the ill-drafted sections of this Act. We are glad that the plaintiff in this case had purse deep enough to fight out the preliminary question of Court fee upon principle and take it to the Higbest Court of Appeal for this country. But the price paid must have been enormous. Such is not infrequently the cost which a party in this country has to incur before he can get a hearing on his case. One can hardly appreciate justice administered upon this footing.

Coming to the question raised in the case their Lordships affirm the general principle that the value of an action, for purposes of Court fees, is its value *to the plaintiff*. Thus it is pointed out that in a suit under S. 283, C. P. C., the amount of the execution may be Rs. 10,000, but the property to which the suit relates may be worth only Rs. 1,000. "It is only if the execution debt is less than the value of the property that its amount affects the value of the suit." This is the principle

1. (1907) 17 M. L. J. R. 618.

adopted by the Madras High Court in recent cases. (See *Rama krishna Reddi* v. *Kottakota Reddi*.[1]) The actual decision in the case settles a point over which there has been a conflict of rulings in India. Their Lordships also indicate that the Court fee must be levied with reference to what 'in effect' is the claim made in the suit, regardless of its form.

While we congratulate the Lords of the Judicial Committee for the decision on the question of general principle involved in the construction of Art. 17, Sch. II, of the Court Fees Act, we cannot congratulate them upon their decision on the question of costs. We can hardly follow their reasoning in not awarding full costs to the successful appellant. It is said that the appellant contributed to mislead the courts by wrong arguments. We fail to see why Courts of law exist if not for taking a right view on questions of law. It is the duty of Courts to decide rightly upon questions of law. If the Courts take an erroneous view of law and the appellate Courts have to set them right, is it a right principle to deprive the successful party of his costs because he presented no arguments to the lower Courts or presented wrong arguments? Again, where questions of Court-fee are involved and there are conflicting decisions of the High Court, the parties and their pleaders as far as possible submit to the decision though erroneous. It is only when the fee thus payable is high and the party considers it too much for the actual rights involved that he thinks of seeing whether he cannot get the case out of the groove of conflicting decisions and bring it within some Section or Article of the Act which may ride clear of the conflict. No one who is outside this country can appreciate the difficulty which practitioners feel in advancing arguments before Indian judges, especially when there is a conflict of decisions, and that upon questions of Court-fees. The arguments of the successful litigant in this case before the High Court afford a good example. Why when the decision of the High Court is erroneous and the party unsuccessful ultimately contributed to it by raising the contention, the successful party has not to obtain his costs in setting it aside, one can hardly see. But this is only in harmony with the justice administered by the Judicial Committee in recent days which can only be relative to the justice administered now-a-days by the Indian Courts themselves.

1. (1906) I. L. R. 30 M. 96 (F. B.)

Depositing Money without a Witness or Receipt.—An Irish farmer at a fair, not wishing to carry £ 100 in his pocket, left it in charge of the landlord of the public-house. When he returned soon after, the landlord denied he had ever received any such money. Curran was consulted as to the best remedy. He told the farmer to take a friend with him, and go and speak very civilly to the landlord, and say he was convinced he must have left £ 100 with some other person, and leave another £ 100 with him. The farmer did so, but could not see what use this could be. On further consultation, Curran advised him to go by himself to the landlord and ask for the £ 100 ; and the farmer did so and received the money. But he said he was no better off, for that did not bring back the first £ 100. Curran then advised the farmer to go again with his friend who witnessed the deposit of the second £ 100, and ask him for the £ 100 he saw him leave. The wily landlord saw he was taken off his guard, and gave up the first £ 100, so that the farmer joyfully went and thanked his counsel for the success of this stratagem.

***

A grateful Client confiding Secrets.—O'Connell said he was once counsel for a cow-stealer, who was clearly convicted, the sentence being transportation for fourteen years. At the end of that time he returned, and meeting O'Connel, began to talk of the trial. O'Connel asked him how he always contrived to steal the fat cows, to which he gravely replied: "Why, then, I'll tell your honour the whole secret of that, Sir. Whenever your honour goes to steal a cow, always go on the worst night you can, for if the weather is very bad, the chances are that nobody will be up to see your honour. The way you'll always know the fat cattle in the dark is by this token—that the fat cows always stand out in the more exposed places, but the lean ones always go into the ditch for shelter." "So," said O'Connell "I got that lesson in cow-stealing *gratis* from my worthy client."

***

A Judge threatening to commit Curran.—Curran, the Irish Counsel, offended Justice Robinson. "Sir," exclaimed the judge, in a furious tone, "you are forgetting the respect that you owe to the dignity of the judicial character." "Dignity! my Lord" retorted Curran, "upon that point I shall cite you a case from a book of some authority with which you are perhaps not unacquainted. A

poor Scotchman, upon his arrival in London, thinking himself insulted by a stranger and imagining that he was the stronger man, resolved to resent the affront, and taking off his coat, delivered it to a bystander to hold; but having lost the battle, he turned to resume his garment, when he discovered that he had unfortunately lost that also—that the trustee of his habiliments had decamped during the affray. So, my Lord, when the person who is invested with the dignity of the judgment-seat, lays it aside for a moment, to enter into a disgraceful personal contest, it is vain, when he has been worsted in the encounter, that he seeks to resume it—it is in vain that he endeavours to shelter himself behind an authority which he has abandoned." The Judge cried out: "If you say another word, Sir, I'll convict you." "Then, my Lord, it will be the best thing you'll have committed this year." The Judge did not keep his threat; he applied, however, to his brethren to unfrock the daring Advocate, but they refused to interfere, and so the matter ended.—*Philip's Curran.*

***

A Serjeant Incapable of putting a Wrong Question to Witness.—In the Court of Common Pleas, on the trial of *Thirtell* v. *Beams*, Mr. Sergeant Taddy was examining a witness and asked him a question respecting some event "that had happened since the plaintiff had disappeared from that neighbourhood." Mr. Justice Parke immediately observed: "That is a very improper question and ought not to have been asked." "That is an imputation" replied the Sergeant "to which I will not submit. I am incapable of putting an improper question to a witness." "What imputation, Sir?" enquired the Judge angrily? "I desire that you will not charge me with casting imputations. I say that the question was not properly put, for the expression 'disappear' means 'to leave clandestinely.'" "I say," retorted Serjeant Taddy, "that it means no such thing." "I hope," rejoined the Judge, "that I have some understanding left and, as far as that goes, the word certainly bore that interpretation, and therefore was improper." "I never will submit to a rebuke of this kind." "That is a very improper manner, Sir, for a counsel to address the Court in." "And that is a very improper manner for a judge to address a Counsel in." The judge rose and said with great warmth, "I protest, Sir, you will compel me to do what is disagreeable to me." "Do what you like, my Lord." "Well," said

Mr. Justice Parke, resuming his seat, "I hope I shall manifest the indulgence of a Christian Judge." "You may exercise your indulgence or your power in any way your Lordship's discretion may suggest; it is a matter of perfect indifference to me." "I have the functions of a Judge to discharge, and in doing so I must not be reproved in this sort of way." "And I", replied the undaunted Serjeant, "have a duty to discharge as Counsel which I shall discharge as I think proper, without submitting to a rebuke from any quarter." Anxious to terminate this dispute, in which the dignity of the Court was compromised, Mr. Sergeant Lens rose to interfere. "No Brother! Brother Lens," exclaimed Mr. Sergeant Taddy, "I must protest against any interference." Sergeant Lens, however, was not to be deterred from effecting his intention, and, addressing the Bench, said: "My brother Taddy, my Lord, has been betrayed into some warmth." Here he was stopped by Sergeant Taddy seizing him and pulling him back into his place "I again," he exclaimed, "protest against any interference on my account—I am quite prepared to answer for my own conduct.' "My brother Lens, Sir", said Judge Parke, "has a right to be heard." "Not on my account; I am fully capable of answering for myself." "Has he not a right to possess the Court on any subject he pleases?" "Not while I am in possession of it," retorted the undaunted Advocate, "and am examining a witness." Mr. Justice Parke, then, seeing evidently that the altercation could not be advisably prolonged, threw himself back into his chair and was silent.—2 *Law and Lawyers*, 357.

***

Mr. Counsellor "Therefore."—Serjeant Kelly, of the Irish bar, had an inveterate habit of drawing conclusions directly at variance with his premises. In consequence of this peculiarity he was called "Counsellor Therefore." Curran said he was a perfect human personification of a *non sequitur*. One day, meeting Curran near St. Patrick's, he said: "The Archbishop gave us an excellent discourse this morning. It was well written and well delivered. Therefore I shall make a point of being at the Four Courts tomorrow at ten." His speeches to the jury were interminable. He would say: "This is so clear a point, gentlemen, that it is paying your understandings but a poor compliment to dwell on it even for a moment. Therefore I shall now proceed to explain it to you at greater length." While the Court tittered,

the Serjeant was wholly unconscious of these feats of his own genius for inconsecutiveness.

***

Leading Counsel Eking out an Income.—In ancient Rome, in the first century, some unscrupulous Advocates had an ingenious way of making money. Pliny the Younger tells this story of his rival Regulus, who was a prosy and fawning time-server, but enjoyed a large practice. This Regulus hearing that Verania, the wife of Piso, was on her death-bed went and called upon her, though he knew she hated him, and that her husband had been badly used by him. Regulus professed to be greatly concerned; asked her the day and hour of her birth, and with many contortions and grimaces of sympathy said he would calculate her nativity. He told her she was in a critical state, but he would consult a sooth sayer for her—one he could really trust. He soon returned with the best of news, so that the poor lady in her joy called for her tablets to put down this kind friend for a large legacy. Of course she soon got worse, and with her dying breath she charged him with perjury, but the legacy held good. This Regulus knew another dying person, of Consular rank, whose case he pretended to interest himself in, and after working on the invalid's credulity, and beseeching the doctors to prolong his life, also got a legacy put down to him; immediately afterwards he told the doctors it was useless to prolong life, and an easy death was what they should now give him. Pliny says that this Regulus accumulated a fortune of nearly half a million by such dishonorable artifices.

***

Counsel and Judges remembering their Clients' Cases.— A Counsel's head is very much like a caravanserai. It is full for a day or two of the minute details of the cases in which he is concerned on the one side or the other, so that during an argument all these particulars are in full view, and at the fingers' end, whenever the turns of the case require them to be made available. But after the case is decided, a clean sweep is made, and both Counsel and Judge utterly forget in a few days the whole budget of facts they were so familiar with for the while, and fresh cases and particulars displace the preceding ones. One day, in arguing a case in the House of Lords before the Lord Chancellor Cranworth, Lord Brougham and Lord St. Leonards, a Counsel in answering a difficulty put by the Court, exclaimed : "That point was settled

in the case of '*Jones* v. *Smith*.' One of your Lordships (Lord Brougham) who decided it will, no doubt, very well recollect how that very point was raised and decided two years ago." Lord Brougham at once retorted: "God forbid that my head should be filled with such rubbish! I remember nothing at all about it. Let us hear what it was!"

Mr. Bethell and Sir F. Kelly were fighting a case before a Vice-Chancellor, and discussing what was thought at the moment to be quite a new point, but which had, in fact, been settled by the House of Lords only the previous year, and in which also both of those Counsel had been engaged, and which was so remarkable that both might be expected to have recollected it. But neither Counsel referred to the prior case. After the argument was over, Mr. Bethell being reminded of the former case, and how thoroughly it would have borne out his argument if he had remembered it, exclaimed: "Well, no doubt that case was just in point! It only shows what a rogue that Kelly was not to allude to it, and what a fool I was not to think of it."

***

"*I have just One Word More.*"—Sir Fitzeroy Kelly, the last of the Chief Barons, when at the Bar, though an Advocate of a most deferential and winning address, was often obliged to continue his argument rather longer than some of the by-standers wished. One favourite little artifice, when he was just expected to conclude, was this: "I have just one word more to add as to the last point." When he used this expression the one word almost invariably extended to half an hour, and sometimes half of that again.

The Younger Pliny, who was a leading advocate at Rome towards the end of the first century, plumed himself on once making an adroit hit on the abuse of the above phrase. He was defending Varenus, who was accused of peculation; and Julius Africanus, the prosecuting counsel, who professed to have discovered fresh evidence, was more than usually tedious. After being told the time allowed him was "up," he added: "I beg your Lordship to permit me to add just one word." He was permitted, and used a good many empty words, and when Pliny was expected by an excited audience to make a long reply, he merely said: "I should have replied if my learned friend had added just that 'one word' which, no doubt, would have contained all his new

matter, but as he did not add it, I have nothing to answer." Pliny says, all in Court thought this an admirable apology for holding his tongue, and it benefited his client greatly.

***

A Gratuitous Opinion by Counsel.—Mr. Fazakerly, an eminent Counsel, was once stopped by a country gentleman, a neighbour, who asked him about some point then very important to him, and got the opinion verbally. Some time after, the gentleman called on the Counsel and said he had lost £ 500 by his advice, at it was a wrong opinion. The Counsel said he had never given an opinion, and, turning up his books, said he was confident of that. Being reminded that it was given during a drive the neighbours had some Summer's day near Preston, the lawyer replied : "Oh I remember now, but that was only my travelling opinion: and to tell the truth, neighbour, my opinion is never to be relied upon unless the case appears in my fee book."

***

Counsel dropping his H's.—A Counsel who notoriously disregarded the letter H, was making a motion in the Court of Exchequer one day and spoke "'igh-bailiff'." Baron Alderson said: "I have often heard of bum-bailiff, but never heard of an eye bailiff before "

On another occasion, a leading counsel, who was notorious for his Cockney dialect, had been arguing at great length, when his junior rose and said: "My Lords, considering the length of my learned leader's address, I will not weary the Court with any remarks except only to add the H's.

***

A Counsel who could neither Write nor Speak.—The King was reported to have enquired as to the fittest person for Judge in a certain vacancy caused by the Vice-Chancellor Hart being made Lord Chancellor of Ireland, and His Majesty was told that the soundest lawyer practising in any of the Courts was a gentleman who unfortunately could neither write, nor walk, nor speak. This was said in allusion to Mr. John Bell's peculiar handwriting, his lameness, and his northern accent. Sir L. Shadwell was appointed on that occasion, on account of his politics being suitable.

***

Young Counsel combining to put down a Senior.—Mr. Lockhart, the Scotch Dean of Faculty, being insolent to the members of the bar, four junior advocates, of whom Wedderburn was one, entered into mutual engagement that one of them who first had the opportunity should resent the arrogance of the Dean and publicly insult him. It was a mere accident that the opportunity occurred to Wedderburn who certainly made good use of it. Wedderburn, being opposed in the Inner House as Counsel to Lockhart, and being called by him a "presumptuous boy" experiencing from him even more than his wonted rudeness and superciliousness, thus began: "The learned Dean has confined himself on this occasion to vituperation; I do not say that he is capable of reasoning, but if tears would have answered his purpose, I am sure tears would not have been wanting." Lockhart here started up, and threatened him with vengeance. Wedderburn went on: "I care little, my Lords, for what may be said or done by a man who has been disgraced in his person and dishonoured on his bed." Lord President Carnegie, on being afterwards asked why he had not sooner interfered, answered: "Because Wedderburn made all the flesh creep on my bones." But at last his Lordship declared in a firm tone that "this was language unbecoming an advocate and unbecoming a gentleman." Wedderburn, now in a state of such excitement as to have lost all sense of decorum and propriety, exclaimed that "his Lordship had said as a Judge what he could not justify as a gentleman." The President appealed to his brethren as to what was fit to be done, who unanimously resolved that Mr. Wedderburn should retract his words and make an humble apology on pain of deprivation. All of a sudden Wedderburn seemed to have subdued his passion and put on an air of deliberate coolness, when, instead of the expected retractation and apology, he stripped off his gown, and holding it in his hand before the Judges, he said: "My Lords, I neither retract nor apologise, but I will save you the trouble of deprivation. There is my gown and I will never wear it more; vitue me involve." He then coolly laid his gown upon the bar and made a low bow to the Judges and before they had recovered from their amazement, he left the Court, which he never again entered.—6 *Camp. Chanc.* 48.

***

Counsel citing a High Authority.—Curran, in a case involving ecclesiastical law, noticing behind him a tall and slender gentleman who had once intended to go into the church, but preferred the law, said he could refer his Lordship to a very high authority behind him, who was once intended for the church though perhaps he was fitter for the steeple.

***

Counsel's Special Retainers.—According to the etiquette of the profession, no barrister may go to plead a cause on a different circuit from that which he usually attends, except on a special retainer; and if he wears a silk gown he cannot take a fee less than 300 guineas. This is to prevent the unseemly scramble for business which might otherwise take place. Some say that special retainers began with Erskine; but this is doubted. From 1783, till he left the bar Erskine had, upon an average, twelve special retainers a year.

Serjeant Davy once had a very large brief delivered to him with a fee of two guineas only marked on the back of it. His client asked him if he had read the brief. "Yes?" said Serjeant Davy, pointing to the words on the back, 'Mr. Sejeant Davy, two guineas.' "As far as that I have read, and for the life of me I can read no farther!"

Mr. Serjeant Hill once had a case for his opinion delivered, upon which a fee of one guinea was paid to his clerk in his absence. The Serjeant kept the fee and wrote the following opinion: "I do not answer cases for a fee of one guinea." (Signed and dated in the ordinary way.)

***

A Case for Opinion Sticking in the Throat.—A client wrote a letter to Parsons, the American advocate, stating a case, requesting his opinion upon it, and enclosing twenty dollars. After the lapse of some time, receiving no answer, he wrote a second letter, informing him of his fist communication. Parsons replied that he had received both letters, had examined the case, and formed his opinion, but somehow or other "it stuck in his throat." The client understood this hint, sent him 100 dollars, and received the opinion. Twenty dollars for the legal opinion of Parsons, the greatest lawyer of his time!—*Judge Story's Life.*

***

The Learned Arguments of "Little Frog Morgan".—Croke's reports are usually quoted according to reigns to which they refer— Elzabeth, James I, Charles I. A little barrister named Morgan in arguing a case in the King's Bench, quoted so frequently from Croke Charles, Croke James, and Croke Elizabeth, that the whole bar became convulsed with laughter, and he, in consequence, obtained the sobriquet of Frog Morgan." This worthy advocate was remarkable for his diminutive stature. The following anecdote has been related of him as of many others. Before he was much known at the bar, he was beginning to open a case, when Lord Mansfield in a tone of grave rebuke addressed him. 'Sir, it is usual for Counsel, when they address the Court, to stand up.' "I am standing, my Lord," screamed Frog Morgan, "I have been standing these five minutes!"

***

Counsel Exchanging Hats.—When Chief Justice Parsons, the American Judge, was a leading advocate, he was engaged in a heavy case which gave rise to many encounters between himself and the opposing leader, Mr. Sullivan. During Parson's harangue, Sullivan picked up Parson's large black hat, and wrote with a piece of chalk upon it: "This is the hat of a d—d rascal." The lawyers sitting round began to titter, which called attention to the hat, and the inscription soon caught the eye of Parsons, who at once said: "May it please Your Honour, I crave the protection of the Court. Brother Sullivan has been stealing my hat and writing his own name upon it." This ready wit squared accounts for the time.

***

Advice to Students in Law—To be gratuitously advisory is a thankless office; to be practically informative often ridiculous. Despite the double danger, we shall write this chapter. It is addressed to those who do not know its contents; the better informed may omit its perusal. The student to the Bar has, of all things, to do his best to get into the "atmosphere" of the law. If he can afford it, while he is keeping his Terms, he will find it of present and future profit to make himself acquainted with the workings of a Solicitor's office, but it must be remembered that this, if done at all, must be done before Call.

The usual fee charged for an insight into the ways of a Solicitor's office is 50 guineas for six months. We do not think it

would be waste of either time or money to spend a solid year in a good busy office of that kind, or say six months with a quick, bristling, hustling, fighting and litigating firm, and six months with a highly respectable "family lawyer." This, however, is a point of advice that may not be applicable to every case; but if the student can do it, let him by all means go, read, mark, learn, and inwardly digest.

On the other hand, to be a practical barrister, it is of essential importance that the student should apprentice himself to some well-established practitioner, and, as it is called, "read in Chambers." This point is of such importance that the consolidated Regulations call special attention to it in Rule 238 :—

Students, in addition to availing themselves of the means of instruction provided by these Regulations, are recommended to attend in the Chambers of a Barrister or Pleader for the purpose of studying the practice of the law; but such attendance shall not be compulsory.

It is quite safe to say that reading in Chambers is the most important part of the student's education, without which the most exhaustive knowledge of text books and the highest examination honours will not enable him to conduct the simplest case. To gain the experience necessary for this, it is absolutely necessary that he should spend some time—twelve months being probably the shortest period that would be of any practical use—in the Chambers of a Barrister practising in that branch of law which he himself proposes to adopt. By the etiquette of the Bar a K.C., or "silk" as he is usually called, is not permitted to take pupils; the student must therefore look about for a "Junior" with a good practice who is willing to receive him. For this he will have to pay a fee of 100 guineas per twelve months, which can, of course, be arranged so as to include only the shorter vacations.

As a pupil he will have the privilege of reading the briefs of the barrister in whose Chambers he is, and of then going with him to Court and getting practical illustrations of how a case ought to be conducted. Moreover, in addition to seeing work actually done in Court, he will become familiar with all the preliminary stages of an action, which it is of no less importance to understand, and he will have an opportunity of trying his own hand upon drafting pleadings, opinions, etc.

Reading in Chambers may be done either before or after call, but it is very much better to postpone it until the examinations are all over, and undivided attention can be given to practical work. Moreover, a pupil who has been called may, in some cases, if he proves competent, be given the chance of lending some active assistance in Court, which he could not, of course, do before Call.

One word may be added upon this subject. It is of no use going to the Bar without a very definite idea of what particular branch of the law you intend to practise. The advice is sometimes given to the student to make himself a good "all round" man. Theoretically, good enough; practically, bad. To succeed, the proper advice, in our opinion, is—"specialize, specialize, specialize." You cannot chop and change. You must make up your mind, correctly or incorrectly, which and what "side" you are going to adopt. It would be a waste of time and money to go reading for six months with an Equity draughtsman and conveyancer and afterwards with a barrister, whose chief business is concerned with Criminal and Common law. Specialize from the beginning. If you should happen to have family or professional connection you need not have any need of observations in a book. These observations are not addressed to those "in the swing." Our advice here to the student is first of all to get through the necessary examinations and then to get into the Chambers of a barrister whose business is of the kind he wishes to follow. After Call, more than before, the young practitioner's motto should be to read law—read law. Get up some special subjects, or two special subjects, in such a way that no one can safely contradict you or question your opinion. If a young barrister is capable of knowing anything, he will feel the force of this last suggestion.

Whether it is worth while or not to join a circuit can be ascertained by the individual student only when he has had a few years' experience at an Inn of Court.

"Devilling" we need not enter any description of. It may be briefly defined as doing the work of another man for nothing more than the benefit of experience and whatever advantage a good appearance in Court may bring to the "devil." At the Chancery Bar the "devil" is paid some proportion of the fee; at the Common Law Bar, he usually gets nothing.

To be practical in the way of advice, we would say to the students: Get into the chambers of an established and reputable Counsel; "devil" for him, if you can, study some work or advocacy, attend in Court on every possible opportunity, mark carefully the methods of successful counsel; read law, make yourself master of some branch of law, be ready to go here, there, and everywhere for yourself or a brother barrister, and perhaps fate will favour you. Above everything be always on the spot—in Court or in Chambers or within hall.—*A New Guide to the Bar.*

CONTEMPORARY LEGAL LITERATURE.

An article in the *November* part of the *Canadian Law Times* discusses the nature of the remedy that a vendor of immovable property is entitled to when he sues to recover the *instalments* of the purchase money, under a contract providing that the price is to be paid in several in stalments and that the land is not to be conveyed until the last payment shall have been made. Having regard both to *Pordage* v. *Cole.*[1] and to *Laird* v. *Pim*[2] the writer argues that the vendor cannot have a decree for the instalment amounts *as such*, but only a decree for damages for breach of contract. 'The damages would not necessarily be the amount of the purchase money contracted to be paid but simply the loss the vendor proves he has sustained by reason of the breach of the contract, taking into account the fact that he retains the property.' The vendor should not be enabled severally to recover the various instalments without ever conveying the land. The question is how for can the covenant for payment of purchase money be regarded in certain cases as independent of the vendor's covenant to convey the land, so that the covenant for payment may be enforced though the vendor still retains in himself the title to the land which is the consideration for the purchaser's covenants. Of course, a decree for specific performance, directing payment of the purchase-money and conveyance of the land as well is another thing altogether.

In an article in the *November* part of the *Michigan Law Review*, the writer begins a comparison of the Roman Law with Mahomedan Jurisprudence to demonstrate their similarity in more than one point. In the course of the article, the author observes:

---

1. (1841) 7 M. & W. 474. 2. Wms. Saund. 548.

"Judging from the great similarity existing between many parts of the Roman law and the Mussalman legislation, it may fairly be concluded that the founders of the latter legal system, who flourished during the second and third centuries of the Mohammedan era, when already many provinces of the Byzantine Empire were under the Arabian sway, borrowed, as much as was consistent with the Koran and the spirit of their religion,—from the laws, both written and customary, of Justinian and his successors, then in full force in that part of the Orient.

The Mussulman jurists, notwithstanding their strong attachment to the "law of God" expounded by Mohammed, did not scruple to adopt a foreign law, if they thought that it agreed with the principles of their religion, the so called Islamization of such law being an admitted theory amongst Mohommedan theocratic jurists."

A writer in the *Harvard Law Review* for *November* discusses the question how far the well-known maxim that a common carrier may not relieve himself by contract from liability for loss or damage to goods caused by his negligence can be made to give way so as to limit the liability of the carrier to the amount agreed upon between him and the consignor as to the value of the goods. After pointing out that agreements to limit the liability to a particular sum without any reference to or attempt at valuation have been generally held to be invalid, the writer goes on to observe that to uphold agreements by way of limitation, it is not sufficient that they are based on agreed valuation of the goods. It is suggested that estoppel is inadequate to explain several cases in which such agreements have been upheld. The carrier's knowledge or ignorance of the real value of the goods carried is laid down as the test of the *bona fide* character of the agreement and the following is put forward as the true rule:—

"Where the carrier is proved to have had knowledge of the real value of the goods shipped, then neither by virtue of estoppel nor by virtue of contractual obligation is there ground for sustaining an agreed valuation in case of negligence, so long as the general rule as to limiting the liability of a common carrier for negligence is recognized and the cases refusing validity to contracts in form limiting liability to a fixed amount remain unquestioned. But where the carrier does not know the true value, and the shipper in order to secure reduced rates misrepresents such value,

there are adequate grounds for sustaining such agreed valuation. In such case the carrier has not attempted to limit his liability. He is ready to carry at the full risk, but such risk being unknown to him he asks the shipper to fix it."

REVIEWS.

The Indian Penal Code by R. A. Nelson, M. A., L. L. M. Published by Srinivasa Varadachri and Co., Madras. Price Rs. 12.

It is needless to state anything in recommendation of a book which has gone through so many as four editions. The principles of the decisions on the different sections of the Code have been clearly and concisely stated and the book is an admirable text book for students. It is needless to add that it has been recognized as a text book in most of the Universities in India. In this edition the author has improved upon the previous editions in order that it may also be useful to members of the profession. We hope that the improvements will have the desired effect The reports have of late multiplied. The decisions relating to criminal matters and appearing in the official and non-official reports are being reprinted almost verbatim in the Criminal Law Journal. The author has adopted the plan of giving re. ferences to the Criminal Law Journal only in the case of decisions appearing only in the non-official journals. This is convenient to practitioners dealing with Criminal Law as it will be both cheaper and easier for them to go in for the Criminal Law Journal than for all these different non-official journals. It, of course, places these latter journals at a disadvantage ; but so long as a publication which merely reprints cases appearing in other journals is allowed to exist, practitioners may be expected to go in for this journal. The book will be found useful both by students and practitioners, and we hope it will meet with the favourable consideration it deserves at their hands.

Principles of Company Law; 2nd Edition by Alfred F. Topham, L. L. M. Published by Butterworth and Co., 11 and 12, Bell-yard, Temple Bar, London, W. C. Price 7 *s*. 6 *d* :--This book gives in a handy and elegant form the main principles of the law relating to Companies. The arrangement is made under convenient heads, and the principles are stated clearly and concisely. The book will be useful to students, beginners in the profession and those concerned with Company matters.

The Law of Married Women's Contracts by M. R. Emanuel. Published by Butterworth and Company, 11 and 12 Bellyard, Temple Bar, London, W. C. Price 7 *s.* 6 *d*:—This book gives in a short compass the law relating to married women's contracts or the position of married women in relation to contracts. The English law in spite of its supposed superiority in other matters, and in spite of the supposed superior status afforded to women in general, is more antiquated than it seems to be while the Hindu and Mahomedan Laws which are commonly but mistakenly believed to confer an inferior status on women show greater advancement than they are usually given credit for. The English law took a considerable time to develop the principle that a married woman can be a *feme sole* and it came to be recognised there only recently by statute. The Hindu and Mahomedan Laws, however, have always recognized the independent position of women in law. The theory that by marriage the wife becomes merged in the husband is common to most systems of law. It is, however, an antiquated notion being a survival of the old legal notion that the man was all in all and that the woman was merely dependent on him or was some property of the man. As the theory of the religious character of marriage developed, this notion became an exploded one in the Hindu Law, and it was very early recognized that the woman was legally distinct from the man. Consequently, according to Hindu Law, a wife can hold separate property and is free to contract with whomsoever she pleases, including the husband. But neither of these principles was recognized by the English Common law. The book deals with the complicated subject of the law of married women's contracts in England, and the principles are dealt with clearly and accurately.

'*Students' Guide to Roman Law*' by D. Chalmer and Barnes. Published by Messrs. Butterworth & Co., 11 & 12, Bell-yard Temple Bar. London W. C. Price 7*s.* 6*d.* net.—This is a students' book. It is intended as a guide to, and not in substitution for, the standard text books on Roman Law. One noteworthy feature of the book is that it points out the differences between the English and Roman Laws.

Burge's Colonial Law, Vol. I, by Wood Renton and Phillimoore. Published by Sweet and Maxwell, Ltd., London, Price for the full set, 5 Vols., £8 *s.* 8.—This is a second edition of the late Burge's commentaries on Colonial and Foreign Laws. The first edition

was published so long ago as 1837 and certainly the lapse of 76 years is more than a sufficient justification for bringing out a new edition. The legislatures in the different countries constituting the British Empire have been sufficiently active and a new edition of this book is a great desideratum. So far as the Indian law, which is dealt with in Chapter II of this book, is concerned, the treatment seems to be somewhat meagre and in some places the language seems hardly to be accurate. For instance at p. 53 it is said that the chief Schools of Hindu Law are those of Benares and Bengal, and that the Bombay, Dravida and Mithila Schools are subdivisions of the Benares School. The more accurate way of stating it would be that the two chief Schools of Hindu Law are the Mitakshara and the Dayabhaga (Bengal) while the Benares, the Mithila, the Bombay and the Dravida are only subdivisions of the Mitakshara School. In treating about the principal authorities prevailing in the different schools the same want of accuracy may be noted. The book, however, will be useful to all members of the profession both in India and outside as giving the substance of the main provisions of the law applicable in the different parts of the Empire.

'*Colonial Law and Courts*' is only a verbatim reprint edition of Burge's Colonial Law Vol. I.

Acknowledgments.

We beg to acknowledge receipt of the following publications :—

Allahabad Law Journal	January.
American Lawyer	Do.
American Law Review	Do.
Bombay Law Reporter	Do.
Burma Law Reporter	Do.
Burma Law Times	Do.
Calcutta Law Journal	Do.
Calcutta Weekly Notes	Do.
Canada Law Journal	Do.
Canada Law Times	Do.
Hindustan Review	Do.
Central Law Journal	Do.
Chicago Legal News	Do.
Criminal Law Journal	Do.
Educational Review	Do.
Green Bag	Do.
Harvard Law Review	Do.
Indian Review	Do.
Kathiawar Law Reports	Do.
The Law Journal	Do.
Michigan Law Review	Do.
Law Students' Journal	Do.
Law Students' Helper	Do.
Law Notes	Do.
The Lawyer	Do.
Punjab Law Reporter	Do.